



VILLAGE OF LINDENHURST
Regular Village Board Meeting Agenda
Monday, February 23, 2026
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of the Minutes from the Regular Village Board Meeting of February 9, 2026
- IV. Bills Presented for Payment
- V. Board and Staff Reports
 - a. Service Recognition – Phil Gaughran – 20 Years
- VI. Public Comment on Agenda Items
- VII. New Business
 - a. Presentation: Adam Hoover, Northern Illinois Municipal Electric Collaborative (NIMEC)
 - b. Resolution 2026-2-2331R: Authorizing the Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Administrator to Approve a Contract with the Lowest Cost Electricity Provider for a Period Up to 36 Months
 - c. Resolution 2026-2-2332R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings
 - d. Resolution 2026-2-2333R: Amending the Employee Handbook for Updates to the Pay Plan and Compliance with the Family Neonatal Intensive Care Leave Act
 - e. Approval: Authorization to Adopt a MissionSquare Governmental 401(a) Money Purchase Plan
 - f. Approval: Emergency Siren Repair – JS Communications Technologies – \$8,565
- VIII. Public Comment
- IX. Executive Session

Rules for Public Comment: The Village of Lindenhurst welcomes comments from the public during the designated sections of the Village Board meeting. We ask that you keep your comments respectful, civil, and constructive to matters of public policy. Those wishing to comment will be limited to three (3) minutes per person and the total time allotted for public comment will be thirty (30) minutes. The Chair will recognize speakers and may deny someone who has previously addressed the Board an additional opportunity to speak. (VOL Village Code §30.22)

X. Adjournment

Rules for Public Comment: The Village of Lindenhurst welcomes comments from the public during the designated sections of the Village Board meeting. We ask that you keep your comments respectful, civil, and constructive to matters of public policy. Those wishing to comment will be limited to three (3) minutes per person and the total time allotted for public comment will be thirty (30) minutes. The Chair will recognize speakers and may deny someone who has previously addressed the Board an additional opportunity to speak. (VOL Village Code §30.22)



VILLAGE OF LINDENHURST
Regular Village Board Meeting Minutes
Monday, February 9, 2026
7:00 p.m.

I. Call to Order

- a. Mayor Marturano called the Regular Village Board Meeting to order at 7:00pm.

II. Roll Call

- a. Present were Mayor Dominic Marturano, Trustees Pat Dickson, Pat Dunham, Patty Chybowski, Dawn Suchy, Heath Rosten, and Ron Grace.
- b. Also in attendance were Village Administrator Clay Johnson, Village Attorney Greg Jones, Police Chief Melinda Linas, Operations Director Kevin Klahs, Superintendent of Public Works Charles Hernandez, Assistant to the Village Administrator Karleen Long, and Village Clerk Melissa Forsberg.

III. Pledge of Allegiance

IV. Approval of Minutes

- a. Minutes from the Regular Village Board Meeting of January 12, 2026 were presented for approval.
- b. Trustee Chybowski made a motion, seconded by Trustee Suchy, to approve the minutes from the Regular Village Board Meeting of January 12, 2026 as presented.

- i. Voice Vote

- Aye – 6

- Nay – 0

- Motion carried.

V. Treasurer's Report

- a. Trustee Dunham read the Treasurer's Report for January 2026. The total for all accounts on January 31, 2026 was \$18,736,798.53.
- b. Trustee Dunham made a motion, seconded by Trustee Dickson, to approve the Treasurer's Report for January 2026 as read.

- i. Roll Call

Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace

Nay – 0

Motion carried

VI. Bills Presented for Payment

- a. Trustee Dunham make a motion, seconded by Trustee Suchy, to approve the first set of bills for the month of January presented for payment in the amount of \$1,517,690.74 for invoices due on or before February 9, 2026.

- i. Roll Call

Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace

Nay – 0

Motion carried

VII. Board and Staff Reports

- a. Trustee Dickson requests the Board submit the Lindenhurst Resident Profile survey for the America 250 celebration.
- b. Mayor Marturano discussed the following:
 - i. Thank you to Dave Auston, Lakes Community High School, AP Science teacher for the invitation to be a guest instructor for three of his classes. Subjects such as the importance of Lake Michigan water, zoning and

planning, road construction projects, and commercial/residential development were discussed.

- ii. Attended the Lake County Municipal League Annual Legislative breakfast.
 - iii. Lake Villa St Patrick's Day Parade will be March 14, 2026. Line-up will be at 11:00am.
- c. Village Administrator Clay Johnson informed the Board the Illinois Association of Municipal Management Assistants chose to spotlight Karleen Long. They will be posting information on Linked In and other social media platforms.
 - d. Operations Director Kevin Klahs reported on the progress of the Lake Shore Drive FAU Reconstruction project.
 - e. Superintendent of Public Works Charles Hernandez reported there have been 15 snow events this season. We have been informed there is a salt shortage. Municipalities are reaching out to each other to coordinate in the event they run out of salt. We will start conserving salt to help get us through this season.

VIII. Public Comment on Agenda Items

- a. None.

IX. New Business

- a. Ordinance 2026-2-2330: Authorizing the Disposal of Surplus Property
 - i. The Police Department wishes to dispose of workout equipment that has exceeded its useful life. As such, they are requesting this equipment be deemed surplus and made eligible for proper disposal.
 - ii. Trustee Suchy made a motion, seconded by Trustee Grace to adopt Ordinance 2026-2-2330 authorizing the disposal of certain Village Equipment.

1. Roll Call

Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace

Nay – 0

Motion carried.

b. Approval: Purchase of Three Police Interceptor SUVs from State Joint Purchasing – Currie Ford – \$137,502

i. Three police squads are scheduled for replacement in FY2027. Utilizing the states negotiated joint purchasing program, Chief Linas has placed the order for these vehicles. Although ordering now, delivery should fall within FY2027, and the cost is below our budget estimate.

ii. Trustee Dunham made a motion, seconded by Trustee Chybowski to authorize the purchase of three Ford Interceptor SUVs from the state joint purchasing bid and Currie Ford of Frankfort, IL in an amount not to exceed \$137,502.

1. Roll Call

Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace

Nay – 0

Motion carried.

X. Public Comment

a. None.

XI. Executive Session

a. Mayor Marturano informed the Board and Public the purpose of the Executive Session was the statutorily required review of prior executive session minutes.

b. Trustee Chybowski made a motion, seconded by Trustee Suchy to move into Executive Session to review prior executive session minutes pursuant to 5 ILCS 120/2(c)(21).

i. Roll Call

Aye – 6 Trustees Dickson, Dunham, Chybowski, Suchy, Rosten, Grace

Nay – 0

Motion carried.

c. The regular Village Board meeting moved out of regular session at 7:13pm.

d. The Regular Board meeting reconvened at 7:19pm.

XII. Adjournment

a. Trustee Chybowski made a motion, seconded by Trustee Suchy to adjourn the meeting.

i. Voice Vote

Aye – 6

Nay – 0

Motion carried.

ii. The meeting was adjourned at 7:19pm.

Date Approved: _____

Dominic Marturano, Mayor

Melissa Forsberg, Village Clerk

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: ACE HARDWARE					
GENERAL FUND	PUBLIC WORKS	VEHICLE DETAILING	VEHICLE DETAILING	17.98	DM
GENERAL FUND	PUBLIC WORKS	FUEL ADDITIVE STOCK	FUEL ADDITIVE STOCK	47.97	DM
GENERAL FUND	PUBLIC WORKS	FUEL ADDITIVE	FUEL ADDITIVE	35.99	DM
GENERAL FUND	PUBLIC WORKS	OPS BLD SWITCH HANGER	OPS BLD SWITCH HANGER	3.59	DM
GENERAL FUND	PUBLIC WORKS	BULB REPLACEMENT OPS	BULB REPLACEMENT OPS	32.49	DM
GENERAL FUND	PUBLIC WORKS	REPLACEMENT TOOLS	REPLACEMENT TOOLS	348.50	DM
COMMUNITY CAPITAL	ADMINISTRATION	SALT BRINE TANK CONNECTOR	SALT BRINE TANK CONNECTOR	49.16	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	REINDEER STAKES	REINDEER STAKES	192.06	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	BULB REPLACEMENT OPS	BULB REPLACEMENT OPS	32.50	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	REPLACEMENT TOOLS	REPLACEMENT TOOLS	348.50	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	FUEL ADDITIVE STOCK	FUEL ADDITIVE STOCK	31.98	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	FUEL ADDITIVE	FUEL ADDITIVE	23.99	DM
				Vendor Total:	
				1,164.71	
Vendor Name: AEP ENERGY					
GENERAL FUND	PUBLIC WORKS	ELECTRIC SERVICE STREET LIGHTS - 5	ELECTRIC SERVICE STREET LIGHTS - 5	268.41	M
GENERAL FUND	PUBLIC WORKS	ELECTRIC SERVICE STREET LIGHTS - 0	ELECTRIC SERVICE STREET LIGHTS - 0	8,027.04	M
				Vendor Total:	
				8,295.45	
Vendor Name: ANCEL GLINK, P.C.					
GENERAL FUND	ADMINISTRATION	ADMIN LEGAL	ADMIN LEGAL	3,078.00	DM
				Vendor Total:	
				3,078.00	
Vendor Name: ASSURANCE FIRE & SAFETY					
GENERAL FUND	POLICE	ANNUAL FIRE EXTINGUISHER INSPECTIO	ANNUAL FIRE EXTINGUISHER INSPECTIO	542.34	M
GENERAL FUND	PUBLIC WORKS	ANNUAL FIRE EXTINGUISHER INSPECTIO	ANNUAL FIRE EXTINGUISHER INSPECTIO	769.54	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	ANNUAL FIRE EXTINGUISHER INSPECTIO	ANNUAL FIRE EXTINGUISHER INSPECTIO	1,154.31	M
				Vendor Total:	
				2,466.19	
Vendor Name: BROOKS-ALLAN					
GENERAL FUND	ADMINISTRATION	20 YEAR ANNIVERSARY GIFT - P. GAU	20 YEAR ANNIVERSARY GIFT - P. GAU	260.00	M
				Vendor Total:	
				260.00	
Vendor Name: CENTRISYS CORPORATION					
UTILITY FUND 60	SEWER	CENTERFUGE COOLING FAN	CENTERFUGE COOLING FAN	235.44	M
				Vendor Total:	
				235.44	
Vendor Name: CHRISTOPHER B. BURKE ENGINEERING					
GENERAL FUND	ENGINEERING & BUILDING	MISC ENGINEERING ASSISTANCE	MISC ENGINEERING ASSISTANCE	312.50	DM
COMMUNITY CAPITAL	ADMINISTRATION	PHASE III - HAWTHORN/SPRUCEWOOD/LA	PHASE III - HAWTHORN/SPRUCEWOOD/LA	15,542.30	DM
				Vendor Total:	
				15,854.80	
Vendor Name: CINTAS					
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	29.88	M
GENERAL FUND	PUBLIC WORKS	UNIFORMS	UNIFORMS	29.88	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	44.81	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UNIFORMS	UNIFORMS	44.81	M
				Vendor Total:	
				149.38	
Vendor Name: CLARK BAIRD SMITH LLP					
GENERAL FUND	ADMINISTRATION	LEGAL SERVICES	LEGAL SERVICES	477.50	M
				Vendor Total:	
				477.50	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: COMPLETE OFFICE OF WISCONSIN					
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	10.58	DM
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	0.84	DM
GENERAL FUND	ADMINISTRATION	OPERATING SUPPLIES	UNIFORMS	1.64	DM
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	42.33	DM
GENERAL FUND	POLICE	OPERATING SUPPLIES	OPERATING SUPPLIES	3.35	DM
GENERAL FUND	POLICE	OPERATING SUPPLIES	UNIFORMS	6.54	DM
REFUSE & RECYCLING 30		OPERATING SUPPLIES	OPERATING SUPPLIES	10.58	DM
REFUSE & RECYCLING 30		OPERATING SUPPLIES	OPERATING SUPPLIES	0.84	DM
REFUSE & RECYCLING 30		OPERATING SUPPLIES	UNIFORMS	1.64	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	42.33	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	OPERATING SUPPLIES	3.35	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	OPERATING SUPPLIES	UNIFORMS	6.54	DM
Vendor Total:				130.56	
Vendor Name: D&A RESTORATION LLC DBA SERVPRO OF NORTHWEST LAKE COUNTY					
LIABILITY INSURANCE 14	ADMINISTRATION	FIRE & SMOKE RESTORATION - PW	FIRE & SMOKE RESTORATION - PW	31,720.07	M
Vendor Total:				31,720.07	
Vendor Name: DATA INTEGRATORS, INC.					
REFUSE & RECYCLING 30		UB PROCESSING/MAILING & UB POSTAGE	UB PROCESSING/MAILING & UB POSTAG	320.91	DM
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	UB PROCESSING/MAILING & UB POSTAGE	UB PROCESSING/MAILING & UB POSTAG	1,283.66	DM
Vendor Total:				1,604.57	
Vendor Name: DAVE'S TRANSMISSION, INC.					
GENERAL FUND	POLICE	VEHICLE SERVICE	#23-21 OIL & FILTER CHANGE	0.00	M
GENERAL FUND	PUBLIC WORKS	#24-18 DOOR LATCH	#24-18 DOOR LATCH	207.14	M
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#09 - OIL & FILTER CHANGE	18.00	M
GENERAL FUND	PUBLIC WORKS	CONTRACT VEHICLE REPAIRS	#23-21 OIL & FILTER CHANGE	18.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	#24-18 DOOR LATCH	#24-18 DOOR LATCH	138.09	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#09 - OIL & FILTER CHANGE	12.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CONTRACT VEHICLE REPAIRS	#23-21 OIL & FILTER CHANGE	12.00	M
Vendor Total:				405.23	
Vendor Name: DE LAGE LANDEN FIN SERVICES, INC.					
IT FUND		MONTHLY SERVICE AGREEMENT - SHARP	MONTHLY SERVICE AGREEMENT - SHARP	141.12	DM
IT FUND		MONTHLY SERVICE AGREEMENT - SHARP	MONTHLY SERVICE AGREEMENT - SHARP	108.98	DM
Vendor Total:				250.10	
Vendor Name: DEKIND COMPUTER CONSULTANTS					
IT FUND		CYBER SECURITY TRAINING - JANUARY	CYBER SECURITY TRAINING - JANUARY	884.50	DM
Vendor Total:				884.50	
Vendor Name: DIVAL SAFETY EQUIPMENT, INC.					
GENERAL FUND	PUBLIC WORKS	SAFETY EYEWEAR	SAFETY EYEWEAR	42.18	M
GENERAL FUND	PUBLIC WORKS	LEATHER GLOVES	LEATHER GLOVES	112.37	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	SAFETY EYEWEAR	SAFETY EYEWEAR	28.12	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LEATHER GLOVES	LEATHER GLOVES	168.55	M
Vendor Total:				351.22	
Vendor Name: FERGUSON WATERWORKS #2516					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	ANNUAL NEPTUNE SOFTWARE SUPPORT	ANNUAL NEPTUNE SOFTWARE SUPPORT	12,215.66	DM
Vendor Total:				12,215.66	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: GRAINGER, INC.					
COMMUNITY CAPITAL	ADMINISTRATION	BRINE MAKER HOSES	BRINE MAKER HOSES	26.47	D M
				<u>26.47</u>	
Vendor Total:				26.47	
Vendor Name: GREAT AMERICAN TIRE & AUTO					
GENERAL FUND	POLICE	#80 - OIL & FILTER CHANGE	#80 - OIL & FILTER CHANGE	81.85	M
				<u>81.85</u>	
Vendor Total:				81.85	
Vendor Name: GRUNDFOS CBS, INC.					
WATER/SEWER CAPITAL FUND 61	WATER/SEWER CAPITAL	DECANT TANK PUMP REPLACEMENT	DECANT TANK PUMP REPLACEMENT	6,426.20	M
				<u>6,426.20</u>	
Vendor Total:				6,426.20	
Vendor Name: ILLINOIS PUBLIC RISK FUND					
LIABILITY INSURANCE 14	ADMINISTRATION	APRIL 2026 WORKERS COMP	APRIL 2026 WORKERS COMP	6,188.70	M
REFUSE & RECYCLING 30		APRIL 2026 WORKERS COMP	APRIL 2026 WORKERS COMP	442.05	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	APRIL 2026 WORKERS COMP	APRIL 2026 WORKERS COMP	2,210.25	M
				<u>8,841.00</u>	
Vendor Total:				8,841.00	
Vendor Name: JOHNSON CONTROLS SECURITY SOLUTIONS					
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	FIRE ALARM MONITORING	FIRE ALARM MONITORING	44.72	D M
				<u>44.72</u>	
Vendor Total:				44.72	
Vendor Name: K-TECH SPECIALITY COATINGS, INC.					
MOTOR FUEL TAX 15	PUBLIC WORKS	BEET HEET DEICER - STOCK	BEET HEET DEICER - STOCK	8,891.66	M
				<u>8,891.66</u>	
Vendor Total:				8,891.66	
Vendor Name: LAKE COUNTY CHIEFS OF POLICE					
GENERAL FUND	POLICE	LCCPA MONTHLY MEETING	LCCPA MONTHLY MEETING	30.00	D M
				<u>30.00</u>	
Vendor Total:				30.00	
Vendor Name: LAKE COUNTY TREASURER					
GENERAL FUND	ENGINEERING & BUILDING	BUILDING SERVICES	BUILDING SERVICES	3,825.27	M
				<u>3,825.27</u>	
Vendor Total:				3,825.27	
Vendor Name: LAKESIDE INTERNATIONAL LLC					
GENERAL FUND	PUBLIC WORKS	TRK 52 TRANS DIAGNOSIS	TRK 52 TRANS DIAGNOSIS	137.27	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRK 52 TRANS DIAGNOSIS	TRK 52 TRANS DIAGNOSIS	91.52	M
				<u>228.79</u>	
Vendor Total:				228.79	
Vendor Name: LINDENHURST, VILLAGE OF					
GENERAL FUND	POLICE	PD PETTY CASH REIMBURSEMENT - PRIS	PD PETTY CASH REIMBURSEMENT - PRIS	8.87	M
				<u>8.87</u>	
Vendor Total:				8.87	
Vendor Name: MASTER TRUCK & TRAILER, LLC					
GENERAL FUND	PUBLIC WORKS	TRK 42 PLOW REPAIR	TRK 42 PLOW REPAIR	1,331.82	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	TRK 42 PLOW REPAIR	TRK 42 PLOW REPAIR	887.88	M
				<u>2,219.70</u>	
Vendor Total:				2,219.70	
Vendor Name: MENARDS - ANTIOCH					
GENERAL FUND	POLICE	BUILDING & GROUNDS MTCE POLICE	CORRECTION - BUILDING & GROUNDS M	9.99	D M
GENERAL FUND	PUBLIC WORKS	BATHROOM FAN REPLACEMENT	BATHROOM FAN REPLACEMENT	84.50	D M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	BATHROOM FAN REPLACEMENT	BATHROOM FAN REPLACEMENT	84.49	D M
				<u>178.98</u>	
Vendor Total:				178.98	
Vendor Name: NICOR					

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: NICOR					
UTILITY FUND 60	SEWER	1480 YMCA RD GENERATOR	1480 YMCA RD GENERATOR	5.48	M
UTILITY FUND 60	SEWER	618 CROSSWINDS LN	618 CROSSWINDS LN	128.87	M
UTILITY FUND 60	SEWER	405 WOODLAND TRAIL LIFT STATION	405 WOODLAND TRAIL LIFT STATION	6.25	M
Vendor Total:				140.60	
Vendor Name: PAYROLL - EXPENSES					
GENERAL FUND	PUBLIC WORKS	CELL PHONE STIPEND - STREET	PAYROLL- EMPLOYER COSTS	0.00	M
I.M.R.F./F.I.C.A. 06	ADMINISTRATION	ADMIN FICA	PAYROLL- EMPLOYER COSTS	3,194.04	M
REFUSE & RECYCLING 30		GARBAGE FICA	PAYROLL- EMPLOYER COSTS	199.63	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	S & W FICA	PAYROLL- EMPLOYER COSTS	3,260.59	M
UTILITY FUND 60	SEWER	CELL PHONE STIPEND - SEWER	PAYROLL- EMPLOYER COSTS	0.00	M
UTILITY FUND 60	WATER	CELL PHONE STIPEND - WATER	PAYROLL- EMPLOYER COSTS	0.00	M
Vendor Total:				6,654.26	
Vendor Name: PAYROLL - GROSS PAYS					
GENERAL FUND	ADMINISTRATION	ADMIN SALARIES	PAYROLL GROSS COMPENSATION	7,987.49	M
GENERAL FUND	ADMINISTRATION	ADMIN PART-TIME SALARIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	ADMIN MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	ADMIN SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ADMINISTRATION	OFFICIALS SALARIES	PAYROLL GROSS COMPENSATION	3,025.00	M
GENERAL FUND	ADMINISTRATION	CONTINGENCIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG SALARIES	PAYROLL GROSS COMPENSATION	2,201.55	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	ENGINEERING & BUILDING	BLDG & ENG SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE ADMIN/RECORDS SALARIES	PAYROLL GROSS COMPENSATION	2,142.40	M
GENERAL FUND	POLICE	POLICE OFFICERS SALARIES	PAYROLL GROSS COMPENSATION	61,480.72	M
GENERAL FUND	POLICE	POLICE P/T OFFICERS SALARIES	PAYROLL GROSS COMPENSATION	1,736.78	M
GENERAL FUND	POLICE	POLICE OVERTIME	PAYROLL GROSS COMPENSATION	1,348.30	M
GENERAL FUND	POLICE	POLICE MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE P/T CSO SALARIES	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	POLICE	POLICE UNIFORM STIPEND	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET SALARIES	PAYROLL GROSS COMPENSATION	15,812.58	M
GENERAL FUND	PUBLIC WORKS	STREET SEASONAL SUMMER	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET OVER-TIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	1,124.18	M
GENERAL FUND	PUBLIC WORKS	STREET ON-CALL	PAYROLL GROSS COMPENSATION	1,002.80	M
GENERAL FUND	PUBLIC WORKS	STREET P/T WINTER PERSONNEL	PAYROLL GROSS COMPENSATION	2,383.75	M
GENERAL FUND	PUBLIC WORKS	STREET MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GENERAL FUND	PUBLIC WORKS	STREET PT LABORER	PAYROLL GROSS COMPENSATION	408.00	M
REFUSE & RECYCLING 30		GARBAGE FUND SALARIES	PAYROLL GROSS COMPENSATION	2,827.75	M
REFUSE & RECYCLING 30		GARBAGE MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
REFUSE & RECYCLING 30		GARBAGE SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
GRAND AVENUE TIF FUND		TIF SALARIES	PAYROLL GROSS COMPENSATION	843.75	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN SALARIES	PAYROLL GROSS COMPENSATION	7,365.37	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN OVERTIME	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER SALARIES	PAYROLL GROSS COMPENSATION	16,023.22	M
UTILITY FUND 60	SEWER	SEWER PART-TIME & SEASONAL	PAYROLL GROSS COMPENSATION	0.00	M

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: PAYROLL - GROSS PAYS					
UTILITY FUND 60	SEWER	SEWER OVER-TIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	913.53	M
UTILITY FUND 60	SEWER	SEWER ON-CALL	PAYROLL GROSS COMPENSATION	1,002.80	M
UTILITY FUND 60	SEWER	SEWER MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	SEWER	SEWER PT LABORER	PAYROLL GROSS COMPENSATION	408.00	M
UTILITY FUND 60	WATER	WATER SALARIES	PAYROLL GROSS COMPENSATION	8,011.61	M
UTILITY FUND 60	WATER	WATER PART TIME & SEASONAL	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	WATER	WATER OVERTIME/CALL OUT PAY	PAYROLL GROSS COMPENSATION	456.77	M
UTILITY FUND 60	WATER	WATER ON-CALL	PAYROLL GROSS COMPENSATION	501.40	M
UTILITY FUND 60	WATER	WATER MERIT BONUS	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	WATER	WATER SICK TIME COMP	PAYROLL GROSS COMPENSATION	0.00	M
UTILITY FUND 60	WATER	WATER PT LABORER	PAYROLL GROSS COMPENSATION	204.00	M
Vendor Total:				139,211.75	
Vendor Name: PAYROLL - PROCESSING FEES					
GENERAL FUND	ADMINISTRATION	ADMIN PAYLOCITY	PAYROLL - PAYLOCITY FEES	469.01	M
REFUSE & RECYCLING 30		GARBAGE FUND PAYLOCITY	PAYROLL - PAYLOCITY FEES	104.22	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	W&S ADMIN PAYLOCITY	PAYROLL - PAYLOCITY FEES	469.01	M
Vendor Total:				1,042.24	
Vendor Name: PORTER LEE CORPORATION					
GENERAL FUND	POLICE	ANNUAL BEAST SOFTWARE - PD	ANNUAL BEAST SOFTWARE - PD	920.00	M
Vendor Total:				920.00	
Vendor Name: SOLENIS					
UTILITY FUND 60	SEWER	POLYMER	POLYMER	5,857.36	DM
Vendor Total:				5,857.36	
Vendor Name: SUNDAY SERVICES					
UTILITY FUND 60	WATER	WATER MAIN REPAIR - 519 NORTHGATE	WATER MAIN REPAIR - 519 NORTHGATE	5,385.00	DM
UTILITY FUND 60	WATER	WATER MAIN REPAIR - DEERPATH & TH	WATER MAIN REPAIR - DEERPATH & TH	14,185.50	DM
UTILITY FUND 60	WATER	WATER MAIN REPAIR - 2372 POTOMAC C	WATER MAIN REPAIR - 2372 POTOMAC C	7,820.00	DM
Vendor Total:				27,390.50	
Vendor Name: STATE CHEMICAL SOLUTIONS					
GENERAL FUND	PUBLIC WORKS	CLEANING WASH STOCK	CLEANING WASH STOCK	150.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	CLEANING WASH STOCK	CLEANING WASH STOCK	100.00	M
Vendor Total:				250.00	
Vendor Name: TESKA ASSOCIATES, INC					
GRAND AVENUE TIF FUND		GRAND AVENUE TIF	GRAND AVENUE TIF	2,843.75	DM
Vendor Total:				2,843.75	
Vendor Name: ULINE					
GENERAL FUND	PUBLIC WORKS	FUEL CAN REPL	FUEL CAN REPL	252.50	M
GENERAL FUND	PUBLIC WORKS	PW KITCHEN REPL ITEMS	PW KITCHEN REPL ITEMS	379.30	M
GENERAL FUND	PUBLIC WORKS	LADDERS	LADDERS	505.00	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	FUEL CAN REPL	FUEL CAN REPL	252.50	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	PW KITCHEN REPL ITEMS	PW KITCHEN REPL ITEMS	379.30	M
UTILITY FUND 60	SEWER & WATER ADMINISTRATION	LADDERS	LADDERS	505.00	M
Vendor Total:				2,273.60	
Vendor Name: USA BLUEBOOK					

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LINDENHURST

EXP CHECK RUN DATES 02/10/2026 - 02/23/2026

POSTED AND UNPOSTED
OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	
Vendor Name: USA BLUEBOOK					
UTILITY FUND 60	SEWER	DPD PACKTS & SUCTION HOSE	DPD PACKTS & SUCTION HOSE	319.95	M
UTILITY FUND 60	SEWER	DPD PACKTS & SUCTION HOSE	DPD PACKTS & SUCTION HOSE	39.95	M
UTILITY FUND 60	WATER	TURBIDITY DEGASSING AGENTS	TURBIDITY DEGASSING AGENTS	74.85	M
UTILITY FUND 60	WATER	TURBIDITY SOLUTIONS	TURBIDITY SOLUTIONS	357.35	M
				<u>Vendor Total:</u>	<u>792.10</u>
Vendor Name: XYLEM WATER SOLUTIONS USA, INC					
UTILITY FUND 60	SEWER	INFLUENT PUMP 2 - MINI CAS REPAIR	INFLUENT PUMP 2 - MINI CAS REPAIR	1,420.00	M
				<u>Vendor Total:</u>	<u>1,420.00</u>
Report Total:				<u>299,143.05</u>	

TOTALS BY FUND:

GENERAL FUND 01	123583.51
I.M.R.F./F.I.C.A. FUND 06	3194.04
IT FUND 11	1134.60
LIABILITY INSURANCE FUND 14	37908.77
MOTOR FUEL TAX FUND 15	8891.66
COMMUNITY CAPITAL FUND 21	15617.93
REFUSE & RECYCLING FUND 30	3907.62
GRAND AVENUE TIF FUND 41	3687.50
UTILITY FUND 60	94791.22
WATER/SEWER CAPITAL FUND 61	<u>6426.20</u>
Total For All Funds:	\$299,143.05



Village of Lindenhurst
Memorandum

Date: February 20, 2026

To: Mayor Marturano and the Village Board of Trustees

From: Clay T. Johnson, Village Administrator

RE: Village Board Meeting Agenda Transmittal for February 23, 2026

New Business

A. Presentation: Adam Hoover, Northern Illinois Municipal Electric Collaborative (NIMEC)

B. Resolution 2026-2-2331R: Authorizing the Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Administrator to Approve a Contract with the Lowest Cost Electricity Provider for a Period Up to 36 Months

The Village has been a longtime partner with NIMEC, who has assisted the Village with aggregating some of our largest electric consumption accounts and seeking the lowest cost bidder for that service. NIMEC has been able to secure lower than market electric rates for these accounts, which has helped to curb expenses for the operation of those facilities. Their organization is able to help secure low rates by combining our electric demand with accounts from across numerous municipalities creating a demand bloc that the Village could otherwise not achieve on its own. They have also been a trusted partner in our residential electric aggregation program from time-to-time.

The Village entered into a three-year agreement in 2023 for the wastewater treatment plant and streetlights (separately), locking in rates for that period which will expire this May. NIMEC is seeking to bid our electricity rates, along with 88 governmental entities representing 790,000,00 kWh of demand in this year bids. In a slight deviation from past practice, the demand of our Village-owned streetlights will be combined with that of the wastewater treatment plant, in an attempt to great even greater economies of scale in our bid.

At our meeting on Monday, Adam Hoover of NIMEC will be in attendance to make a presentation about the electric facilities group bid. The Village Board will need to consider a request to grant the Village Administrator the authority to execute a contract with an electric provider within the 24-hour window after the issuance of the bid solicitation.



Village of Lindenhurst
Memorandum

He will also discuss the possibility of the Village pursuing community solar which has a potential to reduce electric costs by around 10%. The most significant downside to community solar is the fifteen to twenty year requirement to remain in the program. Terminating the agreement early would require the payment of a fee equal to one year of savings in the program or approximately \$25,000. Ascertaining the Board's interest in community solar will be helpful for staff.

C. Resolution 2026-2-2332R: Approving and Making a Determination on Executive Session Meeting Minutes and Verbatim Recordings

Pursuant to state statute, the Village Board has performed its semi-annual review of executive session minutes for possible release to the public. Only those executive session minutes which are identified in the resolution are recommended to be approved for content and/or released. The identified executive session minutes within the resolution to be approved for content and released took place on June 23, 2025.

D. Resolution 2026-2-2333R: Amending the Employee Handbook for Updates to the Pay Plan and Compliance with the Family Neonatal Intensive Care Leave Act

At the Village Board meeting of December 8th, the results of the Village's compensation and classification study were shared with the Village Board. Throughout that discussion, the background necessity, process, and findings were outlined as part of a larger presentation. In sum, the recommendations of the compensation study were as follows:

1. Maintain the Village's open merit pay system.
2. Position the Village as an organization that pays its employees around the 60th percentile of peer communities.
3. Organize employees into a single classification system, eliminating the Operator and Management scales.
 - a. Grades of employees would generally band employees with similar levels of classification:
 - i. Grades 1-6: Support and Operational Personnel
 - ii. Grades 7-9: Senior Support and Operational Personnel
 - iii. Grades 10-11: Assistant Directors and Directors

Following discussion, staff received direction to incorporate the recommendations from the study into the Employee Handbook to memorialize the amendments.



Village of Lindenhurst
Memorandum

At a subsequent Village Board meeting of December 8th, staff discussed an employee committee led initiative to add additional value to the service anniversary recognition program. The Committee thought it important for employee morale to go beyond the parameters of the legacy program for recognizing milestone years of service which mostly centered around certificates, plaques, and pins. The new program builds upon that foundation but adds tokens of appreciation like mugs, jackets, blankets for certain work anniversaries. Unique to this program is the inclusion of a \$20 gift card of the employee's choice to any Lindenhurst business. After some discussion, the Village Board formed consensus in support of the new recognition program. To memorialize the work of the committee and the consensus of support provided by the Village Board, the Employee Handbook is being amended with the updated recognition program.

Additionally, on August 15, 2025, Governor Pritzker signed the Neonatal Intensive Care Leave Act which would provide up to ten (10) unpaid workdays for employees who have a child receiving care in a neonatal intensive care unit (NICU). The law states that the leave can be used in no less than two-hour increments subject to the operational needs of the Village. This leave is in addition to that is available to an employee under the Family and Medical Leave Act (FMLA). Like FMLA, this act protects an employee's position during such time the leave is being utilized. The law is set to go into effect on June 1, 2026. The provisions of this law have been added into the Village's handbook under Section 3 "Employee Benefits and Leaves of Absence." The full text of the section is as follows:

3.16 FAMILY NEONATAL INTENSIVE CARE ACT LEAVE

Effective June 1, 2026, employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) shall be entitled to up to ten (10) unpaid workdays of Neonatal Intensive Care Leave while the employee's child, as defined under the FMLA, is a patient in a neonatal intensive care unit.

Neonatal Intensive Care Leave may be taken intermittently, subject to the operational needs of the Village, in increments of no less than two (2) hours. Employees may elect to substitute accrued paid or unpaid leave for any portion of this leave.

Neonatal Intensive Care Leave is provided in addition to leave available under the FMLA and shall not run concurrently with FMLA leave.



Village of Lindenhurst
Memorandum

Employees may be required to provide reasonable documentation supporting the need for leave, as permitted by law. During an approved Neonatal Intensive Care Leave, the employee may continue participation in the Village's group health insurance plan under the same terms and conditions as if the employee were actively employed.

Upon return from Neonatal Intensive Care Leave, employees will generally be restored to the same position held prior to the leave or to a position that is substantially equivalent in status, pay, benefits, and other terms and conditions of employment

The resolution before you on Monday would include all of the changes outlined above into the Employee Handbook.

E. Approval: Authorization to Adopt a MissionSquare Governmental 401(a) Money Purchase Plan

In August 2017, Governor Bruce Rauner signed a bill into law which prevented retired police officers from opting into a pension system a second time if they return to service as a police chief or as an officer in another municipality's force. The intent of the bill was to prevent "double dipping," a term for collecting two pensions at the same time, now pushing officers to enroll in 401(k)-style retirement plans. In our case, the law would prevent officers who were enrolled in an Article 3 pension plan for downstate and suburban communities from enrolling in the same plan with our Village Police Department.

A recent decision by the Illinois Appellate Court in *Kooistra v. Board of Trustees of Sycamore Police Pension Fund* affirmed the intent of the law and prohibited such an action of an officer arguing to be able to enroll in an Article 3 pension after contributing into and returning under the provisions of one with his previous department.

Having some sort of employer sponsored retirement plan offered by the Village would allow the Village to remain competitive when attempting to recruit lateral officers into working for the Village. Lateral officers offer experience and expertise on day 1 of their hire, and can dramatically reduce the learning curve when compared to a new officer recently graduated from the academy. After speaking with our labor attorney and local MissionSquare representative, we believe establishing an 401(a) most mirrors the benefits of a regular pension plan and meets the requirements of statute which requires participants to be automatically



Village of Lindenhurst Memorandum

vested into the system. It should be noted that previous lateral hires who currently work with the Village and are contributing into its pension were either paying into other statutorily designated defined benefit programs (like those with County Sheriffs or Chicago Police) or contributed into another Article 3 pension with another employer but never received met the minimum standards for length of service and/or age.

A 401(a) retirement plan is similar to a 401(k), but is intended for governmental, non-profit, and educational organizations. The plan requires a mandatory employer contribution (just like statute requires of the Village for pension purposes), and employees can elect to contribute their own pay in an amount that cannot change throughout their tenure with the Village. Information about the differences between 401(a) plans and 457(b) plans are included in your materials. Annual contribution limits in 2026 for these plans are listed in the table below.

Plan	Normal Limit	Age 50 Catch-up Limit	Pre-Retirement Catch-up Limit	Age 60-63 Catch-up Limit*
457(b)	\$24,500	\$8,000	\$24,500	\$11,250
401(a)	\$72,000	N/A	N/A	N/A
401(k)	\$24,500	\$8,000	N/A	\$11,250
403(b)	\$24,500	\$8,000	\$15,000 lifetime cap	\$11,250
IRA	\$7,500	\$1,100	N/A	N/A

Prior to the implementation of such a plan, the Village can establish certain parameters of the program that will apply to all who are eligible. The full money purchase plan is included in the meeting materials but many of the highlights are summarized below.

1. Plan Year of January 1 – December 31
2. The plan is only eligible for sworn, full-time police officers who are ineligible to participate in the Article 3 (downstate) pension.
3. Normal retirement age for in-service distributions is 60. (This cannot be lower than 55 or above 65.)
4. Participants are automatically enrolled upon hire. (This is a statutory requirement.)



Village of Lindenhurst
Memorandum

5. The plan will comply with IRS tax code. (The other statutory requirement.)
6. Employer contributions are fixed at 10% of an officer's base wage. Overtime does not get calculated into the contribution.
7. An eligible employee may elect to contribute between 1% and 20% of their earnings to the 401(a) plan. This election must take place within 30 days of hire and must stay the same throughout the employee's tenure with the Village.

Eligibility and benefits into the program would not be under the discretion of the pension board, but under the purview of the Village. Establishing a 10% employer contribution limit is a lower and far more predictable calculation for employee benefits than that of other officers contributing to the pension which rely upon actuarial analysis and assumptions working toward a funded rate of 90% by 2040.

For illustrative purposes, the Village's 2025 tax levy set a rate of \$735,489 for police pension contribution next fiscal year. Based on 15 sworn officers, that comes to a cost of \$49,032.60 per officer. By contrast, the highest annual wage a lateral officer would receive in FY 27 would be \$96,241. One-tenth of that wage comes to \$9,624.10. Clearly that amount will increase over the lateral officer's tenure with the Village, but will not ever approach \$49,000. Additionally, in a given year, new officers who are added to the pension plan contribute roughly \$23,000-\$25,000 in additional liability to the plan.

Lindenhurst is not the first community in the state to establish a 401(a) plan for this purpose, but we have not been posed with the potential of laterals who are moving from another Article 3 pension into our ranks. Communities like Inverness and South Barrington already have such programs in place, and I have had an opportunity to correspond with them to learn about how their programs work. Our plan is largely modeled after the one set up in South Barrington. As you may already be aware, MissionSquare provides all Village employees a 457(b) and we have had a good working relationship working with their company and services.

For the purposes of our meeting on Monday, the Village Board will need to determine if adopting a 401(a) program for new lateral officers is in the best interest of the Police Department and the Village as a whole.



Village of Lindenhurst
Memorandum

F. Approval: Emergency Siren Repair – JS Communications Technologies – \$8,565

Our staff has detected malfunctions at the outdoor emergency alert sirens located at the High Point Drive well house and the wastewater treatment plant. The current malfunction will not allow the sirens to sound when activated. JS Communications has familiarity with our siren system, examined the equipment, and provided a quote for the repair. Since the repair of these sirens was not anticipated, we did not budget for the work. Staff can utilize contingency funds within the Village Facilities portion of the Community Capital Fund to cover the cost of the repair. Moving forward the Police Department will examine a rotational inspection program to have all sirens inspected over a 3-4 year basis. The contingency has \$10,000 budgeted for FY 25-26.

Lindenhurst Power Update

NIMEC

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING



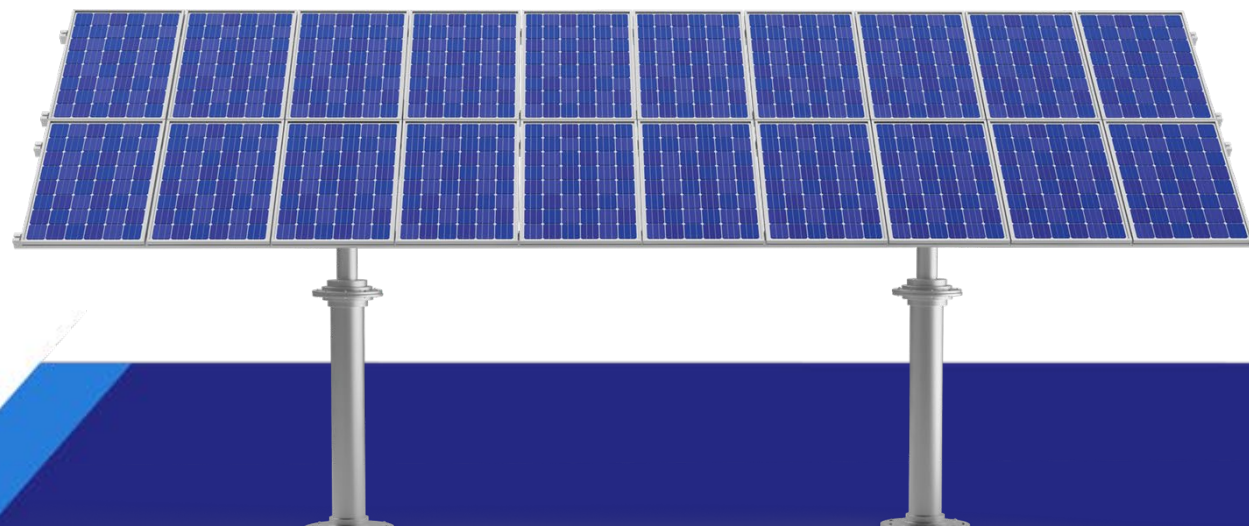
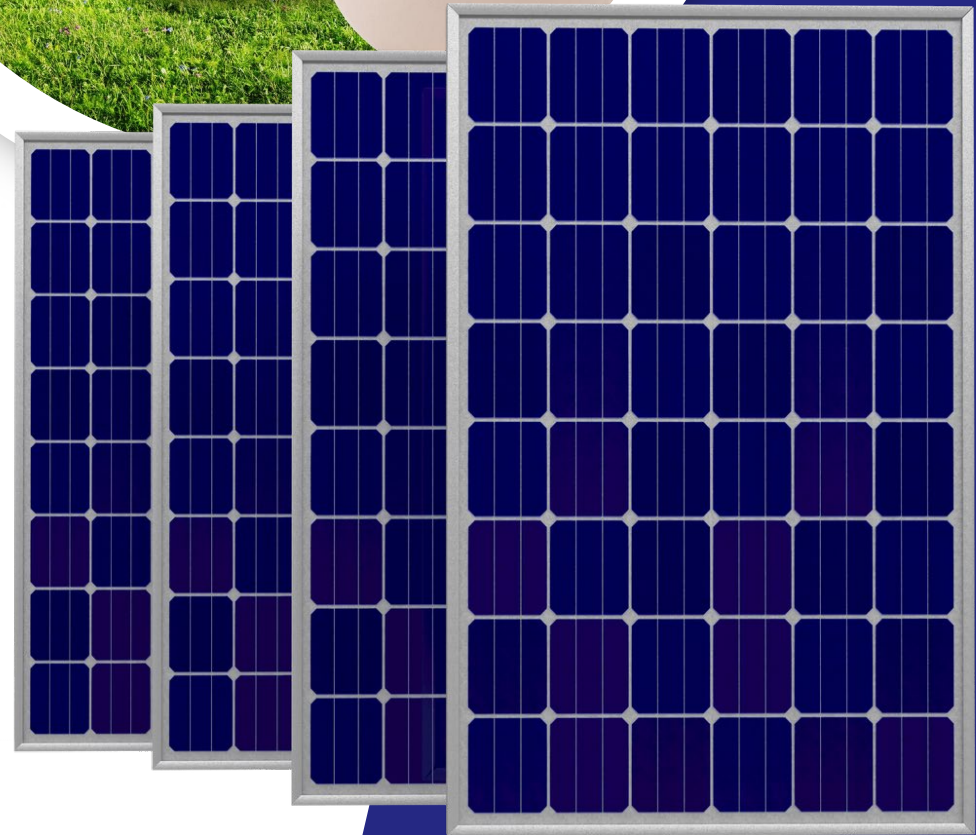
Presented By :
Adam Hoover

Mon. Feb 23



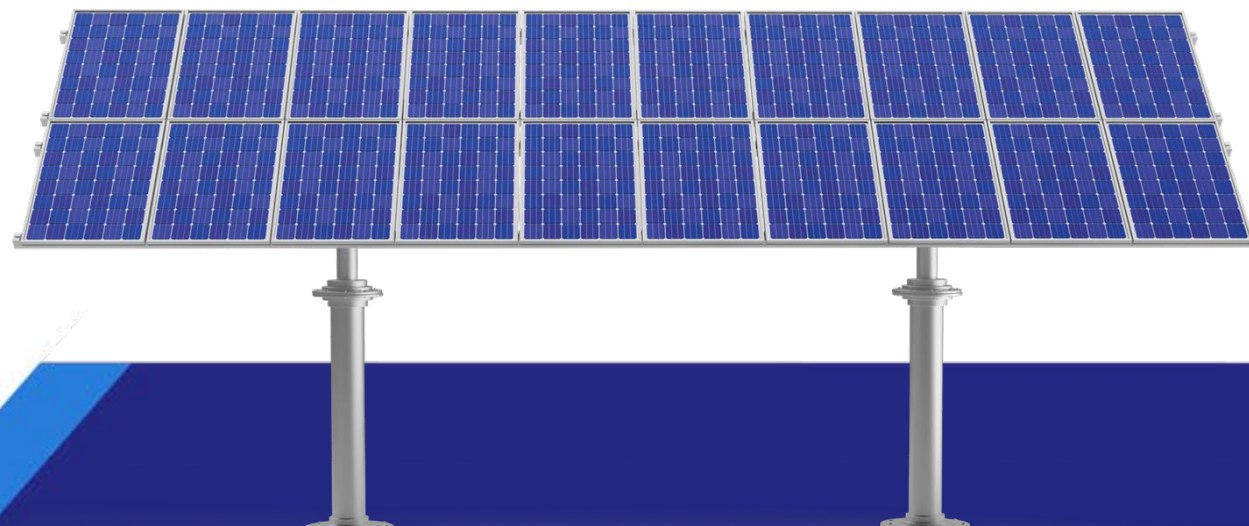
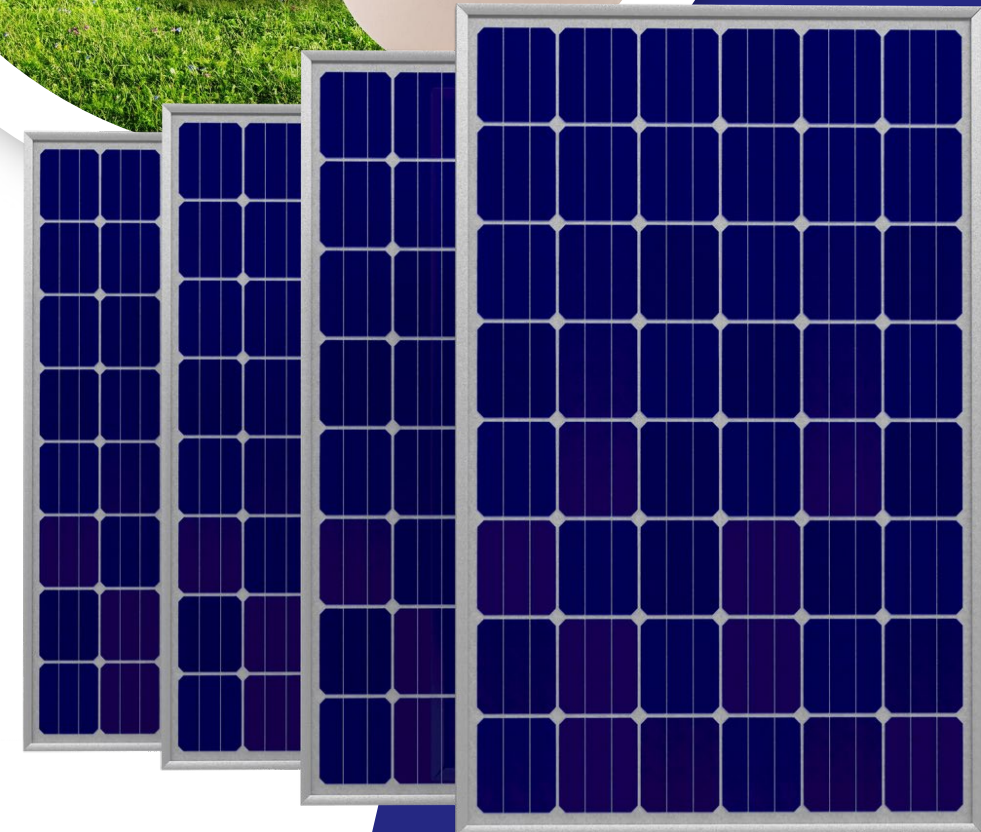
Lindenhurst Power

- **Current Rate-** 5.833¢ per kWh
 - Expires in May with Dynegy
- **Current ComEd Rate-** 9.689¢ per kWh
- **Savings-** \$93,682 total savings



Group Bid- Renewal

- March 11th
 - 88 Governmental Entities
 - 790,000,000 kWh in the bid
 - 2,220,000- kwh from Lindenhurst
 - Signing Authority
 - Street Light inclusion





NIMEC
NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING

Community Solar

10% Off

- Estimated \$25,000 annual savings a year, guaranteed

No Physical Installation

- Solar Farm would be located elsewhere in Northern Illinois

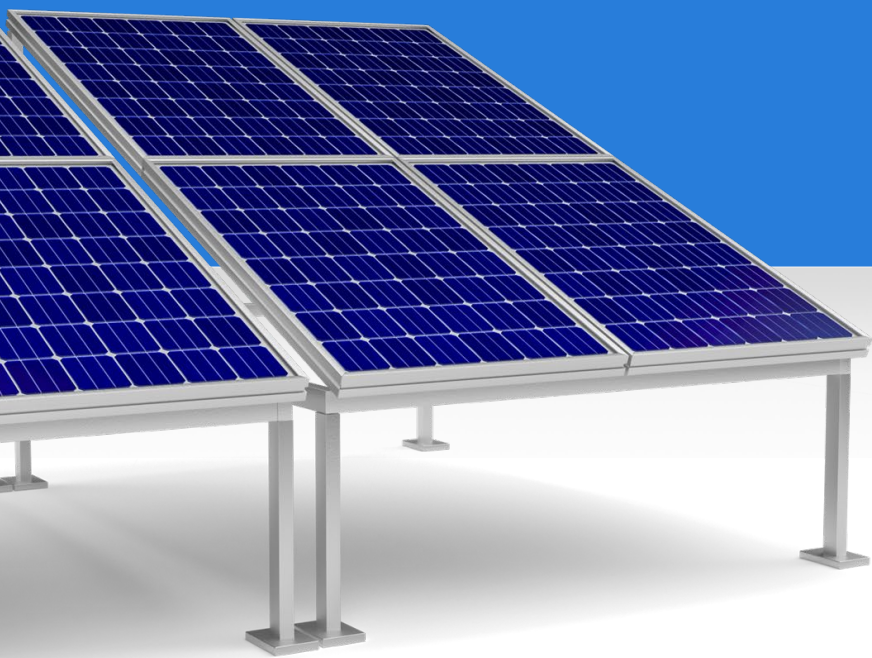
State Funded

- No costs from Village, already being taxed on ComEd bill “Renewable Portfolio Standard”

NIMEC

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING

Contract Terms



15-20 Year Term

Matches the life span of the solar farm panels

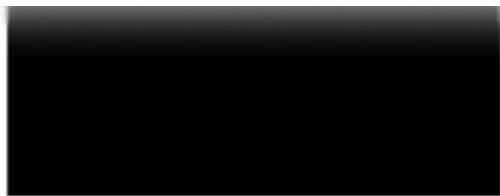
Early Termination Fee

Fee

Fee would be equal to 1 year of savings (around \$25,000). NIMEC would help try to erase that fee

Billing

May be required to go to ComEd as biller.



UTILITY DISTRIBUTION CHARGES

BillingGroup Name City of Rolling Meadows
Service Location [Redacted]

Commonwealth Edison Account ID: [Redacted]
Amount Due \$319.05

METER READINGS

READ DATE	METER NO.	LOAD TYPE	READING TYPE	METER READING		USAGE
				PREVIOUS	PRESENT	
10/03/2025	230127738	General Service	K1-41	Actual	Actual	42.384
10/03/2025	230127738	General Service	K1-42	Actual	Actual	42.684
10/03/2025	230127738	General Service	Pk kW	Actual	Actual	42.684
10/03/2025	230127738	General Service	Total kWh	Actual	Actual	4,260.000

INVOICE DETAILS

Rate Class - Retail Delivery Service - 0 to 1

Service : 09/03/2025 To 10/03/2025 - 30 Days

CHARGE TYPE	QUANTITY	UOM	RATE	AMOUNT
Carbon-Free Energy Resource Adj	4260.00	KH	-0.00088	-\$3.75
Community Solar Credit	0.00		0	-\$429.82
Customer Charge	0.00		0	\$23.32
Distribution Facility Charge	42.68	K1	14.59	\$622.70
Energy Efficiency Programs	4260.00	KH	0.00835	\$35.57
Energy Transition Assistance	4260.00	KH	0.00072	\$3.07
Environmental Cost Recovery Adj	4260.00	KH	0.0001	\$0.43
Franchise Cost	572.50	DO	0.020384	\$11.67
IL Electricity Distribution Charge	4260.00	KH	0.00125	\$5.33
Renewable Portfolio Standard	4260.00	KH	0.00502	\$21.39
Single Bill Option Credit	0.00		0	-\$0.69





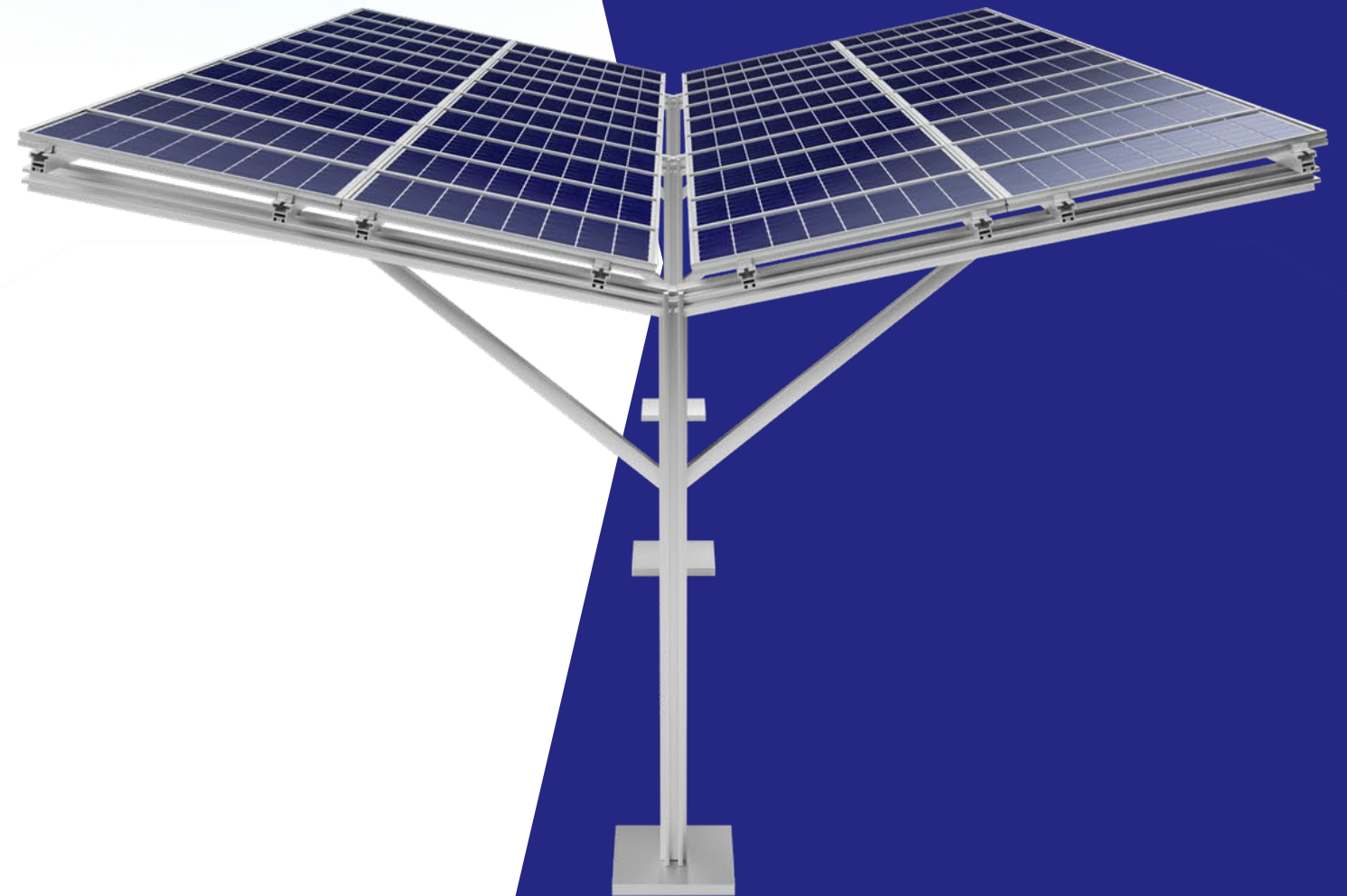
Questions?



Adam Hoover
847-732-2515



Email
ahoover@nimec.net





February 23, 2026

Village Board Meeting

Agenda Item Cover Sheet

Agenda Item: B. Resolution 2026-2-2331R: Authorizing Participation in NIMEC for
Lowest Cost Electricity

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Adopt Resolution 2026-2-2331R: Authorizing the Village's Participation in NIMEC and authorizing the Village Administrator to enter into a contract with the lowest cost electricity provider for a period of up to 36 months.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

Resolution 2026-2-2331R

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR THE PURPOSES OF COMMERCIAL ACCOUNTS THROUGH THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE BID PROCESS

WHEREAS, the Village of Lindenhurst has previously joined the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive bid price on electricity. NIMEC's membership consists of 160+ northern Illinois governmental organization;

WHEREAS, the Village through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder for electricity for the Village's facilities.

WHEREAS, Commonwealth Edison no longer offers a fixed rate for only smaller sized accounts. ComEd prices larger sized accounts on a floating market rate that changes every hour. It is not possible to predict those rates for the following 12 months, as they are dependent upon weather, usage and other market factors. Fixed rates for medium and large sized accounts are only available from suppliers other than ComEd;

WHEREAS, because commodity pricing is volatile, the Village Administrator will need to have the authority to sign a contract with the electricity provider which is deemed most favorable for the Village on the same day that bids are presented by NIMEC, and determine if the desired contract should be for a one, two or three-year term;

NOW, THEREFORE, BE IT RESOLVED, that, in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Administrator is hereby authorized to sign the contract with the lowest bidder, with Village Staff being hereby directed to place said contract on the first available Village Board meeting following the execution thereof by the Village for ratification by the Village Board.

Passed by the Board of Trustees of the Village of Lindenhurst, Illinois this 23rd day of February, 2026.

Dominic Marturano, Village President

ATTEST:

Melissa Forsberg, Village Clerk



February 23, 2026

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: C. Resolution 2026-2-2332R: Approving and Making a Determination on Executive Session Minutes and Recordings

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Adopt Resolution 2026-2-2332R: Approving and making a determination on executive session minutes and verbatim recordings.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

RESOLUTION NO. 2026-2-2332R

A RESOLUTION APPROVING AND MAKING A DETERMINATION ON EXECUTIVE SESSION MEETING MINUTES AND VERBATIM RECORDINGS

WHEREAS, the Village Board of Trustees of the Village of Lindenhurst, has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06, on June 23, 2025, the Village Board conducted a review and approval of executive session meeting minutes and has determined that certain executive session minutes should be released to the public; and

WHEREAS, the Village Board has determined that certain executive session minutes not yet released should remain confidential, subject to further review and determination as to their appropriateness for release at a future date; and

WHEREAS, the Village Board has also determined that certain verbatim recordings of executive session minutes for meetings that occurred at least 18 months ago and for which minutes have been approved are ready for destruction pursuant to Section 2.06(c) of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois, as follows:

SECTION 1. The Village Board of Trustees hereby determines that the following executive session meeting minutes should be approved for content:

APPROVED FOR CONTENT
June 23, 2025

SECTION 2. The Village Board of Trustees hereby determines that the following approved executive session meeting minutes should now be released to the public:

APPROVED FOR RELEASE TO PUBLIC
June 23, 2025

The Board has further determined that all executive session meeting minutes that have not yet been approved for release to the public should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date.

SECTION 3. The Village Board of Trustees hereby determines that verbatim recordings of executive session meetings that occurred at least 18 months ago and for which minutes have been approved are ready for destruction, and hereby directs the Village Administrator to destroy these recordings without further action or approval by the Board:

SECTION 4. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Lindenhurst, Illinois, this 23rd day of February, 2026.

DOMINIC MARTURANO, MAYOR

ATTEST:

Melissa Forsberg, Village Clerk

TRUSTEES

AYE

NAY

Patty Chybowski

Patrick Dickson

Patrick Dunham

Ronald Grace

Heath Rosten

Dawn Suchy



February 23, 2026

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: D. Resolution 2026-2-2333R: Amending the Employee Handbook for Updates to the Pay Plan and Compliance with State Law

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: N/A

Within Budget: Yes No

Suggested Motion: **Adopt Resolution 2026-2-2333R: amending the Village’s Employee Handbook for updates to the Pay Plan and for compliance with the family neonatal intensive care leave act.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

RESOLUTION NO. 2026-2-2333R

**A RESOLUTION ADOPTING AMENDMENTS TO THE VILLAGE OF LINDENHURST
EMPLOYEE HANDBOOK**

WHEREAS, the Village of Lindenhurst previously established an employee handbook outlining various policies and procedures along with a salary classification system and pay plan; and

WHEREAS, recently, a review of comparable communities and market conditions require the amendment of certain positions minimum and maximum salary ranges; and

WHEREAS, recently, changes in state statute have precipitated a need to update the Village's personnel policies pertaining to certain forms of leave; and

WHEREAS, the Mayor and Board of Trustees for the Village of Lindenhurst desire to modify the Village's employee handbook and to adopt a resolution reflecting changes in policy.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lindenhurst, Lake County, Illinois, as follows:

SECTION 1. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

SECTION 2. The Mayor and Board of Trustees for the Village of Lindenhurst hereby adopt and establish the amendments made to the Village of Lindenhurst Employee Handbook including an updated salary classification system and pay plan attached to this Resolution as Exhibit A.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Lindenhurst, Illinois, this 23rd day of February, 2026.

DOMINIC MARTURANO, MAYOR

ATTEST:

Village Clerk

TRUSTEES

Patty Chybowski
Patrick Dickson
Patrick Dunham
Ronald Grace
Heath Rosten
Dawn Suchy

AYE

NAY

VILLAGE OF LINDENHURST



Employee Handbook

Personnel Policy Manual

Salary Classification System and Pay Plan

Revised March 2025



**Village of Lindenhurst
Employee Handbook
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VILLAGE OF LINDENHURST



PERSONNEL POLICY MANUAL



VILLAGE OF LINDENHURST PERSONNEL POLICY MANUAL

INTRODUCTION

The purpose of the Village of Lindenhurst Employee Handbook is to provide general information regarding the employment practices of the Village. Although these policies are not designed to replace supervisors as a source of answers to specific questions, it should provide a ready reference to the major personnel policies affecting employees of the Village. The policies and procedures found herein are guidelines and are not meant to constitute contractual terms or conditions of employment or to create any legal rights or an agreement. They may be modified to suit the circumstances, or changed from time to time, or terminated without prior notice.

In accordance with judicial decisions, the Village intends that these policies shall establish no property or tenure rights for the employees of the Village. In addition, the existence of any provision contained within shall not establish priority or irrevocable rights for any employee. All employees of the Village, unless otherwise provided in a collective bargaining agreement or a written employment agreement approved by the Mayor and Board of Trustees of the Village, shall remain "at will" employees – meaning that the employment relationship can be terminated by either party at any time, for any reason, with or without cause, and with or without notice.

If there is any discrepancy between the policies and procedures set forth herein and the Administrative Procedures established by the Village, the Administrative Procedures shall apply.

This Employee Handbook discusses policies and procedures of general application to all employees, including employees covered by a union contract. To the extent a union contract covers a subject contained in or conflicts with a provision of this Manual, the union contract will control.

All questions regarding the personnel policies or employment matters should be directed to your supervisor or the Village Administrator.



CHAPTER 1 – GENERAL PROVISIONS

Sections:

- 1.01 Employee Classifications
- 1.02 Pre-Employment Examinations
- 1.03 Probationary Period
- 1.04 Reporting to Work, Hours of Work
- 1.05 Overtime
- 1.06 Operating Regulations
- 1.07 Board of Fire and Police Commissioners
- 1.08 Ethics

1.01 EMPLOYEE CLASSIFICATIONS

All Village employees fall within one of the following classifications which are relevant to determining their eligibility for benefits:

1. **Full-time employees:** Employees who are regularly scheduled to work 40 hours per week on a year-round basis. Full-time employees are eligible for all of the benefits provided by the Village.
2. **Part-time employees:** Employees who are regularly scheduled to work less than 40 hours per week on a year-round basis. Part-time employees are not eligible for the benefits provided to full-time employees unless required by law or otherwise specified in this Manual.
3. **Seasonal employees:** Employees who are hired to work for a pre-determined period of time or who do not work for the Village year-round. During their employment, temporary employees may work either a full-time or a part-time schedule. However, they are not eligible for the benefits provided to other Village employees unless required by law or otherwise specified in this Manual.

All employees also fall within one of the following classifications which are relevant to determining their eligibility for overtime pay.

1. **Exempt employees:** Exempt employees are those employees who are paid on a salaried basis and who serve in executive, administrative, professional or other “exempt” positions as defined in applicable wage and hour laws. Their salaries are intended to fully compensate them for all hours which they may

Employee Handbook

Village of Lindenhurst



be required to work to perform their assigned responsibilities. Accordingly, they are not entitled to overtime pay.

2. **Non-exempt employees:** Non-exempt employees are those employees who are entitled to overtime pay for all hours worked in excess of forty (40) hours in any workweek.

The Village reserves the right to designate positions as exempt or non-exempt, including any change in designation, as it determines appropriate and in compliance with the applicable wage and hour laws.

1.02 PRE-EMPLOYMENT EXAMINATIONS

Applicants for employment may be asked to take and pass a physical examination, psychological examination, and/or criminal background investigation, including but not limited to, employment credit reports, driver's license history, and drug screening, depending upon the position applied for. Unless an applicant is applying for the position of police officer, is under 21 years of age, is required as a condition of employment to maintain a valid commercial driver's license ("CDL") or is applying for a position funded by a federal grant, pre-employment drug screening will not include cannabis.

1.03 PROBATIONARY PERIOD

All individuals hired for employment in a regular full-time or part-time position shall serve a minimum twelve (12) month probationary period commencing on the date of their employment. During the probationary period, the employee has an opportunity to demonstrate proper attitudes and abilities for the position for which they are employed. As with non-probationary employees, the employee may be dismissed without prior notice or obligation during this period. After 90 days of employment and upon completion of the probationary period, the employee should be evaluated by his/her Operating Manager. The following factors may be included in this evaluation:

1. Job performance
2. Work attendance
3. Employee attitude and ability to work with fellow employees
4. Ability to accept responsibility
5. Compliance with established safety standards for the job in question
6. Any other pertinent characteristics determined by the Department Manager

Based upon these criteria the Manager and Village Administrator will evaluate the employee at the end of the probationary period and:

1. If the performance has been satisfactory, assign the employee to non-

Employee Handbook

Village of Lindenhurst



probationary status.

2. If the performance has been unsatisfactory, dismiss the employee from employment.
3. If there is reason to believe that an employee may develop the ability to perform satisfactorily, the probationary period may be extended for whatever period of time required for the Manager and Village Administrator to make an evaluation and for the decision of the Manager and Village Administrator to take place.

The probationary period evaluation and the resulting employment status decision will be explained to the respective employee in a meeting with the Manager.

The conclusion of the probationary period shall not end the "at-will nature" of the employment status. Either the employee or the Village may terminate the employment relationship at any time during or after the probationary period.

The provisions of this Section as they apply to police officers are subject to the rules and regulations of the Fire and Police Commission, any applicable union contract, and the laws of the State of Illinois.

1.04 REPORTING TO WORK, HOURS OF WORK

All employees must report to work at their assigned or scheduled times as determined by Department or Village policies. Exceptions to this requirement are restricted to employees who have been pre-approved for one of the absence/leave classifications (Holiday, Vacation, Sick, Injury/Disability, Special Leave of Absence, Funeral, Jury/Court, Military, and School Visitation) or those employees on approved disability leave with the applicable pension group.

Work schedules shall be determined by operating managers with the approval of the Village Administrator.

1.05 OVERTIME - GENERAL

All non-exempt employees who are authorized to work more than forty (40) hours in a given work week or eight (8) hours in a work day are eligible for overtime compensation. Any holiday, personal or vacation benefits within a work period that fall upon a regular work day will be paid eight (8) hours straight time and will count towards a 40-hour work week for the purposes of calculating hours for overtime compensation. Sick leave benefits do not count toward hours worked for the purposes of calculating overtime compensation. Overtime compensation is paid at a rate of 1 1/2 times the employee's hourly rate of pay.

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Village of Lindenhurst



All positions in the Village are eligible for overtime compensation except for the following exempt supervisory positions:

- Village Administrator
- Assistant Village Administrator
- Assistant to the Village Administrator
- Administrative Services Coordinator
- Police Chief
- Police Commander
- Director of Public Works/Operations/Village Engineer
- Superintendent of Public Works
- Utility Systems Manager
- Crew Supervisor (except as determined by the Village Administrator for emergencies, snow removal operations, or other like situations.)

Employees may only work overtime if they receive prior approval from their supervisor.

1.06 OPERATING REGULATIONS

These rules shall not be construed as limiting the power and authority of any operating manager or the Village Administrator to make operational rules and regulations governing the conduct and performance of employees. Operational rules and regulations shall not conflict with provisions of these rules and the rules and regulations of the Board of ~~Fire and~~ Police Commissioners. Operational rules shall be approved by the Village Administrator. Such rules and regulations, when approved, shall have the force and effect of rules of that operating area and disciplinary action may be based upon breach of any such rules and regulations.

1.07 BOARD OF FIRE AND POLICE COMMISSIONERS

The rules and regulations of the Board of Police ~~and Fire~~ Commissioners shall apply to all sworn employees of the Police Department except the position of Chief or other positions established by Village Code. Where the provisions of these rules conflict with those of the Board of ~~Fire and~~ Police Commissioners, the latter shall prevail.



CHAPTER 2 – EEO AND ACCOMMODATIONS

- 2.01 Equal Employment Opportunity**
- 2.02 Policy Against Discrimination and Harassment**
- 2.03 Disability and Pregnancy Accommodations**
- 2.04 Religious Accommodations**

2.01 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Village to provide equal employment opportunities to all employees and applicants for employment and to abide by all applicable federal, state, and local equal employment opportunity laws.

All employment decisions will be made without regard to race, color, religion, sex, national origin, ancestry, citizenship status, age, marital status, disability or handicap, unfavorable discharge from the military, sexual orientation or any other characteristic protected by law. The Village will also make reasonable accommodations, as required by law, for qualified individuals with disabilities unless doing so would result in an undue hardship.

This EEO policy governs all aspects of employment, including recruitment, advertising, application, selection, training, personnel policy, continuing education, promotion, compensation, termination, benefits, work assignment, career progression, shift assignment, and any other activity which affects the status, income, advancement, or work environment of any individual employee.

All employees and applicants for employment will be judged on the basis of non-discriminatory criteria, including such factors as ability, performance, qualifications, skill, knowledge, and experience.

2.02 POLICY AGAINST DISCRIMINATION AND HARASSMENT

1. General Statement of Village Policy:

The Village is committed to providing a workplace that is free from all forms of discrimination, including harassment. Any employee's behavior that constitutes harassment is a form of misconduct which may result in disciplinary action, up to and including dismissal. Harassment could also subject the Village and, in some cases, an individual to substantial civil penalties.

The Village's policy on harassment is part of its overall affirmative action efforts pursuant to

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state and federal laws prohibiting discrimination based on race, color, religion, sex, national origin, ancestry, citizenship status, age, marital status, disability or handicap, unfavorable discharge from the military, sexual orientation or any other characteristic protected by law. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, the Illinois Human Rights Act, and the State Officials and Employees Ethics Act.

Each employee and representative of the Village, including elected officials and supervisory employees, bears the responsibility to refrain from harassment, including sexual harassment, in the workplace.

With respect to sexual harassment, no employee -male or female- should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of harassment must be investigated in a prompt and effective manner.

All employees of the Village, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

2. Sexual Harassment:

Pursuant to Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105, the Village adopts the following policy:

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It is the responsibility of each individual employee to refrain from sexual harassment and it is the right of each individual employee to work in an environment free from sexual harassment.

- a) **Definitions of Sexual Harassment:** The Illinois Human Rights Act, 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 work environment.

The courts have determined that sexual harassment is a form of



discrimination that violates both federal and Illinois law.

b) **Examples of Sexual Harassment:** Sexual harassment can be subtle or overt. Although sexual harassment is more frequently directed against women, men also can be sexually harassed. Examples of such behaviors include:

- 1) sexual propositions or advances
- 2) unwelcome touching, hugging, kissing, pinching, patting, intentionally brushing the body, or coerced sexual conduct or actual assault
- 3) insulting or suggestive sounds (for example, whistling, "catcalls", sexual innuendoes, or suggestive body gestures, etc.)
- 4) inappropriate references or comments about a person's body or body parts
- 5) sexually oriented jokes which degrade men or women
- 6) cartoons, pinups, calendars, pictures, slogans, etc. of naked men or women or of a sexual nature
- 7) repeated flirtations or sexual comments
- 8) turning work discussions into sexual topics
- 9) repeating insults against men or women
- 10) comments or behavior which promises benefits for sexual favors
- 11) pressuring a subordinate to go out on a date
- 12) denying a qualified individual job opportunities because of an unqualified individual's voluntary or coerced submission to sexual conduct with a superior
- 13) requiring an individual to submit to unwelcome sexual conduct in order to receive an employment opportunity.

The best guard against sexual harassment is to treat all persons whom you encounter in the course of your employment in a professional manner without regard to their gender. This is exactly what the Village expects from its supervisors and other employees.

3. Responsibilities under this Policy.

This policy refers not only to supervisor/subordinate conduct, but also to conduct between co-workers, elected officials, and other Village personnel. Each individual, regardless of title, has the responsibility to refrain from harassment and discrimination, including sexual harassment, in the workplace. An individual who harasses a fellow worker is liable for his or her individual conduct. Any employee who engages in harassment will be subject to disciplinary action, up to and including possible discharge, in accordance with Village policy.

Harassment of Village employees in connection with their work by non-employees



(including, without limitation, vendors, suppliers, business invitees, or residents of the Village) may also be a violation of this policy. The Village should be notified immediately of any such conduct by a non-employee so that appropriate action can be taken.

Supervisory personnel are expected to promote a professional work environment free from harassment, including sexual harassment. For example, a supervisor must address an observed incident of harassment or a complaint by promptly reporting it to the EEO Officer so that an investigation can be conducted and any appropriate action can be taken. Confidentiality should be maintained whenever possible and information should be disclosed to others only on a "need to know" basis. The supervisor should report all complaints to the EEO Officer, even if the employee states he or she does not want to make a formal complaint.

4. Procedures for Filing a Complaint:

An employee who witnesses or experiences harassment or discrimination should clearly communicate his or her complaint to the supervisor or EEO Officer(s). Employees do not need to report their complaint to the alleged harasser. The employee should not assume that the Village is aware of the harassment/discrimination. It is the employee's responsibility to report incidents he or she knows about. It is not necessary that the harassment/discrimination be directed against the employee making a complaint. No employee should be retaliated against for making a good faith complaint of harassment or discrimination, even if the complaint is not substantiated.

If there is harassing or discriminatory behavior in the workplace, the employee may directly and clearly express his or her objection that the conduct is unwelcome and request that the offending behavior stop. Employees should also report the problem to his or her direct supervisor. If the employee does not feel that the matter can be discussed with the supervisor, he or she can request a meeting with the next level of supervisor or the EEO Officer(s).

Supervisors shall report all complaints of harassment/discrimination to the EEO Officer(s). The Village is committed to responding swiftly and objectively to complaints, and it is the responsibility of the EEO Officer(s) or their designee to promptly undertake an impartial investigation of any complaint of harassment/discrimination. Such investigation shall remain confidential to the fullest extent possible, and employees are expected to preserve such confidentiality. If the investigation leads to a determination that a complaint of harassment/discrimination is well-grounded and true, appropriate corrective measures will be taken.

5. Elected Official Complaint Process

The Village promotes civility and respectful interactions at all levels of the organization. Elected officials are prohibited from engaging in harassing behavior toward Village

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employees. Elected officials are also expected to treat each other in a manner consistent with the Village's anti-harassment policy. Any elected or appointed official who believes they have experienced behavior by another elected or appointed official that is inconsistent with the Village's policy against harassment may notify the Village Manager's Office. After receiving the complaint, the Village Manager's Office will initiate an investigation through the use of an independent investigator experienced in investigating workplace harassment complaints.

6. Retaliation Complaints:

It is Village policy that no adverse action shall be taken against any employee for resisting or reporting harassment or discrimination. Indeed, an employee's failure to avail himself or herself of the policies and procedures set forth above is a violation of Village policy and may result in the loss of an employee's opportunity to prevent or redress harassment. If an employee believes that he or she has been retaliated against for resisting or reporting harassment/discrimination or for participating in an investigation of a complaint, the employee should report such retaliation in the same manner as set forth above for employees who have complaints of harassment or discrimination. Persons who report allegations of sexual harassment may also have whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Illinois Human Rights Act.

Retaliation is a very serious violation of Village policy and should be reported immediately should it occur. It is the responsibility and obligation of the EEO Officer(s) to take all such actions as shall be necessary to prevent and promptly redress any such retaliation. Under the Village's policy, no Trustee, public official, commissioner, manager, or supervisor has any power to take any tangible adverse employment action against an employee, such as discharge, demotion, or undesirable reassignment, which is motivated by a desire to harass or as retaliation or as a result of an employee's resistance to harassment or retaliation. To that end, if an employee suffers or believes he or she will suffer a tangible adverse employment action as a result of harassment, discrimination, or retaliation or resistance to harassment or retaliation, the employee should either:

- i. promptly appeal the tangible adverse employment action or proposed action to the Village Administrator; or
- ii. if the tangible adverse employment action is being proposed by the Village Administrator, to the EEO Officer(s) or any member of the Village Board.

If there is an appeal, no tangible adverse employment action shall become effective or final until such action shall have been finally reviewed in accordance with the harassment complaint procedures of this policy. **All such appeals shall be in writing and shall be filed within three (3) business days after the initiation of such action.** If the proposed tangible adverse employment action was a violation of this policy, it will be overturned as

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null and void ab initio (i.e., from the beginning as if never taken) and be of no force and effect.

7. False and Frivolous Complaints:

Given the seriousness of the consequences for the accused, a false and frivolous charge of harassment is a major offense that can itself result in disciplinary action, up to and including possible discharge. False and frivolous complaints refer to cases where the accuser is using a harassment complaint to accomplish some end other than stopping the harassment. It does not refer to charges made in good faith which cannot be proven.

8. Disciplinary Action:

If an employee of the Village engages in conduct that violates the harassment, discrimination, or retaliation provisions of this policy, that employee will be subject to discipline, up to and including immediate dismissal. If any non-employee engages in conduct that violates this policy, appropriate remedial and corrective action shall be taken with respect to that individual.

9. External Procedures:

It is the Village's goal to resolve all complaints of harassment/discrimination/retaliation through the procedures established by this policy. In addition to the procedures and remedies afforded in this policy, however, an employee may also contact the Illinois Department of Human Rights (IDHR) and or the Equal Employment Opportunity Commission (EEOC) about filing a formal charge: the EEO Officer(s) can provide an employee with information on how to contact these agencies. In addition, the telephone number of these agencies are listed at the end of this section of this policy. An IDHR charge must be filed within 300 days of the alleged offense. A complaint with the EEOC must also be filed within 300 days.

An employee who feels that he or she has been retaliated against after filing a charge with the IDHR or EEOC, has 300 days (IDHR) or 300 days (EEOC) from the alleged retaliation to file a retaliation charge.

Employee Resources:

Illinois Department of Human Rights
(217) 785-5100 Springfield
(217) 785-5125 TDD Springfield
(312) 814-6200 Chicago
(312) 263-1579 TDD Chicago

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Village of Lindenhurst



Illinois Human Rights Commission

(217) 785-4350 Springfield
(217) 785-5125 TDD Springfield
(312) 814-6269 Chicago
(312) 263-1579 TDD Chicago

Equal Employment Opportunity Commission

(312) 353-2713 Chicago District Office
(312) 353-2421 TDD Chicago District Office
(800) 669-4000 General Number
(800) 669-6820 TDD
www.eeoc.gov website

EEOC Officers

(847) 356-8252 Clay Johnson, Village Administrator
(847) 356-8252 Karleen Gernady, Assistant to the Village Administrator/Deputy Village Clerk
(847) 356-8252 Any member of the Village's Human Resources Committee

2.03 Disability and Pregnancy Accommodations

The Village is committed to complying fully with all state and federal disability and pregnancy laws. If any employee or applicant believes they need an accommodation to assist them in performing their job duties due to a disability or pregnancy related issue, the individual should contact the Village Supervisor or hiring contact as soon as possible. The Village will engage in the interactive process to determine what, if any, reasonable accommodation it may provide without undue hardship. To that end, the Village may request certain information from the employee to make that determination.

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2.04 Religious Accommodations

The Village is also committed to complying with Title VII's religious accommodation provisions. Any employees who wish to request an accommodation for religious reasons, they should notify their supervisor of their request as soon as possible. The Village will accommodate an employee's sincerely held religious beliefs or practices so long as the accommodation does not constitute an undue hardship.

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CHAPTER 3 - EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

Sections:

- 3.01 General
- 3.02 Holiday Pay
- 3.03 Vacation Leave
- 3.04 Paid Leave for All Workers Act Leave
- 3.05 Personal Days
- 3.06 Occasional Telework Arrangements
- 3.07 Health and Life Insurance Benefits
- 3.08 Retirement Plan Benefits
- 3.09 Sick Leave
- 3.10 Family and Medical Leave
- 3.11 Funeral Leave
- 3.12 Bereavement Leave
- 3.13 Jury/Court Duty Leave
- 3.14 Military Leave
- 3.15 Family Military Leave

3.01 GENERAL

The Village recognizes the morale and welfare of its employees to be an important part of a responsive work force. For these reasons, a variety of “employee” benefits are included in the over-all compensation package offered by the Village. The employee should recognize that this is a significant portion of the total compensation plan, and should be viewed as a privilege, not a right. The benefits outlined in this section are summaries only except where prohibited by law. The Village reserves the right, in its sole discretion, to amend, modify or terminate, in whole or in part, any or all of the benefits described in this section.

3.02 HOLIDAY PAY

1. **Eligibility:** All full-time employees and permanent part-time hourly employees who worked more than 2,000 hours the previous calendar year or are regularly scheduled for at least 32 hours per week are eligible to be compensated for holiday leave.
2. **Regular Holidays:** All eligible employees shall be compensated for the following holidays each year:
 - 1) New Year's Day
 - 2) President's Day

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- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Day after Thanksgiving
- 8) Christmas Eve (1/2 Day)
- 9) Christmas Day
- 10) New Year's Eve (1/2 Day)

Eligible employees are paid their normal compensation at the regular rate of pay for regular holidays. In addition to the normal compensation, full-time non-exempt employees who are called out to work on a holiday at the direction of the Operating Manager or their designee, shall be compensated for the hours worked at a rate of 1 1/2 times the employee's hourly rate of pay, regardless of whether the hours are regular or overtime hours. Employees who work on holidays as per a pre-determined and assigned work schedule shall be paid at the employee's regular hourly rate. For purposes of this section, holiday shall be defined as the regular holiday.

When any regular holiday falls on a Saturday, the preceding Friday is considered the holiday. When any regular holiday falls on a Sunday, the following Monday is considered the holiday.

Should the two 1/2 day eves fall on a Saturday or Sunday, a floating holiday will be provided in place of the two eve days.

Permanent part-time employees who are regularly scheduled to work at least 32 hours per week are only eligible to be compensated for holidays that fall on a scheduled work day.

3. **Floating Holidays:** Eligible full-time employees and permanent part-time employees who are regularly scheduled to work at least 32 hours per week are also entitled to one (1) floating holiday per calendar year, the time of which shall be subject to the approval of the employee's Operating Manager. New employees hired after September 30 shall not receive a floating holiday for that calendar year. Said floating holidays must be taken during the calendar year and may not accumulate from one year to another. However, any employee who has worked six months or less may be eligible to carry unused floating holidays over to the next calendar year, subject to the approval of the Village Administrator. Employees shall not be entitled to compensation for unused floating holidays at separation with the Village.
4. **Miscellaneous Holiday Leave Provisions:** With the exception of a floating holiday, if an observed holiday occurs during an employee's earned vacation

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leave, the employee shall not be charged for a vacation day for said holiday.

All part-time, seasonal and temporary employees shall receive time off without pay for all observed holidays. If a part-time, seasonal or temporary employee is required to work on an observed holiday, they shall be compensated for hours worked at their regular rate of pay.

Employees are not entitled to pay in lieu of holiday leave in the event of termination, resignation, retirement, or death.

In the event an employee who is scheduled to work does not work the day before and/or after a holiday, he/she shall not receive eight (8) hours of holiday pay until proof of sickness or excusable absence is established to the satisfaction of the employee's Operating Manager.

3.03 VACATION LEAVE

1. **Eligibility:** All full-time employees are eligible to receive annual vacation with pay. Permanent part-time employees who are regularly scheduled to work at least 32 hours per week are eligible to receive annual vacation with pay on a prorated percentage based upon hours worked. (ex. 32 hours per week/40 hours per week = 80%).
2. **Vacation Allotment:** Full time employees and permanent part-time employees who are regularly scheduled to work at least 32 hours per week are entitled to annual vacation based on the number of full years of employment completed by the employee as follows:

<u>Service</u>	<u>Non-Exempt Employees</u>	<u>Exempt Employees</u>
	<u>Annual</u>	<u>Annual</u>
1-4 full years of service	10 days	15 days
5-11 full years of service	15 days	20 days
12-19 full years of service	20 days	25 days
20 full years of service	25 days	30 days

Vacation leave shall be awarded to employees at their original employment anniversary date of each year in an amount corresponding to the schedule above based upon the number of full years of employment completed. New employees are not entitled to vacation leave days until after ninety (90) days of employment. Upon ninety (90) days of employment, new employees shall

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receive an advancement of 5 days, which will be deducted from the total number of days awarded based upon the schedule above.

Vacation days are not cumulative. Earned days must be taken during the anniversary year following the year earned. Exceptions to this rule will be considered on a case by case basis for special circumstances. In this situation, the Village Administrator, upon recommendation of the Operating Manager, may grant a deferral of vacation days from one anniversary year to the next. Any deferred days must be taken in the next anniversary year. Consideration for the deferral of vacation days shall be based on the employee's work load, departmental responsibilities, or other special circumstances.

Requests for vacation leave must be made a minimum of seven (7) days prior to the requested vacation leave period for foreseeable leave and as soon as practicable for unforeseeable leave by the employee and approved by the Operating Manager or Village Administrator. Requests for leave are subject to operational necessities as determined by the Operating Manager or Village Administrator.

Vacation time is charged against an employee in not less than two (2) hour increments. Every effort will be made to grant vacation periods requested by an employee, consistent with operational needs. Supervisors must schedule vacations in such a way as to not hamper the normal operating efficiency of the Village. Depending upon operational or personal circumstances, a period of vacation leave may be restricted to two weeks at any one period. Employee preference and length of service should be considered. However, work volumes and the capabilities of employees to perform each other's regular assignments must be taken into consideration when scheduling vacation.

3. **Vacation Pay - End of Service:** Employees are not entitled to receive pay in lieu of vacation time for which they are eligible, except in the event of termination, resignation, retirement, or death.

Pay in lieu of vacation time shall be at the employee's basic salary rate of pay at the time of termination, resignation, retirement, or death. Compensation shall be made for all vacation granted and accrued to date and not yet taken for the current anniversary year.

In the event of death, compensation shall be made to the person designated as the employee's beneficiary.

3.04 PAID LEAVE FOR ALL WORKERS' ACT (PLAWA) LEAVE – SEASONAL AND NON-REGULAR PART-TIME EMPLOYEES

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In accordance with the Paid Leave for All Workers Act (PLAWA), effective January 1, 2024, employees whose positions are considered seasonal and/or non-regular, part-time are eligible for certain paid time off benefits 90 days after hire (or after 90 days from 1/1/24 for current employees). Those employees who are classified as seasonal and/or non-regular part-time shall accrue paid-time off at the rate of one (1) hour of paid leave for every forty (40) hours of regular time worked - up to a maximum of forty (40) hours per 12-month period which shall begin on the date of hire of the employee. For employees affected by this provision hired on or before 12/31/23, accrual of PLAWA Leave shall be calculated beginning 1/1/24. Employees covered by this provision, must make their requests for the use of paid time off a minimum of seven (7) days in advance to their supervisor for foreseeable leave and as soon as practicable for unforeseeable leave. The authorization of leave is subject to the operational needs of the department as determined by the employee's direct supervisor. Accrued leave may be used in no less than two (2) hour increments. Leave cannot be front-loaded or borrowed against. Employees shall not be compensated for the balance and/or unused accrued PLAWA Leave upon resignation, termination, or retirement. However, employees who are rehired or return to the Village within 12 months from separation will have any unused PLAWA restored to their bank. PLAWA Leave hours accrued, but not used, shall convert to vacation leave for the employee if appointed to a permanent position as covered elsewhere within the Employee Handbook.

3.05 PERSONAL DAYS

Full-time employees and permanent part-time employees who are regularly scheduled at least 32 hours per week are granted two (2) Personal Leave days on a calendar year basis beginning January 1. Personal Leave days may be taken anytime during the calendar year in not less than one (1) hour increments. New employees starting before June 30 of a calendar year will be eligible for two (2) Personal Leave days. New employees starting between June 30 and September 30 of a calendar year will be eligible for one (1) Personal Leave day.

Employees shall request approval of their Operating Manager at least three (3) days in advance of taking a Personal Leave day. Personal Leave is subject to approval by the employee's Operating Manager. Personal Leave days may not be carried over from one calendar year to the next, but may be added to accrued vacation time, subject to the approval of the Village Administrator. Employees shall not be entitled to compensation for unused Personal Leave days upon separation with the Village.

3.06 OCCASIONAL TELEWORK ARRANGEMENTS

Occasional telework arrangements are infrequent, not regularly scheduled, and are typically either:

- a) **Employee requested:** To provide flexibility and maximize productivity around



unforeseen partial day absences for emergency appointments. Occasional telework is also an option for employees who are experiencing mild illness, but are well enough to work from home. Occasional telework when caring for a mildly ill family member is allowable if the caregiver responsibilities are minimal.

- b) **Employer requested:** To support a unit's continuity of operations, allowing them to plan for and respond to emergent situations such as having employees telework during suspended operations (e.g., power outages, snow days) or during *extremely* inclement weather when the Village is open but managers strongly encourage telework to avoid unnecessary and/or dangerous travel by employees.

Occasional telework does not require an agreement; however best practice is for occasional telework approval to be documented. Doing so will help establish the supervisor's and employee's understanding of the policies and expectations surrounding telework, prior to a specific request to telework. Occasional telework arrangements become part of the employee's departmental personnel file.

Approval

Written approval for a specific telework request is required. The request and approval should be documented through email on a case-by-case basis for each instance of occasional telework. Employees who are classified as non-exempt may not utilize occasional telework arrangements in an overtime capacity unless the employee has received prior approval from the Village Administrator or Operating Manager.

Occasional telework is not appropriate as a substitute for sick time off and should not be used when the employee's own or a family member's illness or injury interferes with the employee's ability to perform their work. However, such leave may be requested during suspended operations, modified operations, or as otherwise communicated by the Village Administrator or Operating Manager.

3.07 HEALTH AND LIFE INSURANCE BENEFITS

Full-time employees, upon qualification by the carrier, are eligible to participate in the Village's group health, dental and life insurance plans. Enrollment will take place at time of appointment or as the conditions prescribed by the, then current, carrier dictate. The Village may, in its sole discretion, modify plan design, extent of benefits, or change commercial insurance carriers.

3.08 RETIREMENT PLAN BENEFITS

Full-time employees will be enrolled as a participating member of an appropriate retirement plan as a condition of employment. Sworn members of the Police Department, hired under the Rules of Police and Fire Commission, participate in the Police Pension Fund. All other



employees who are scheduled and worked more than 1,000 hours in a calendar year are covered under the Illinois Municipal Retirement Fund.

3.09 SICK LEAVE

1. **Eligibility:** All full-time employees and permanent part-time employees who are regularly scheduled at least 32 hours per week are eligible to receive sick leave benefits. Sick leave is granted for the specific purpose of covering time lost for illness. All full-time employees are granted one sick day per month served. Permanent part-time employees who are regularly scheduled to work at least 32 hours per week are granted a prorated percentage based on hours worked (ex. 32 hours per week/40 hours per week = 80%). There is no limit on the amount of sick leave an employee may accrue.
2. **Sick Leave with Pay:** Sick leave with pay is authorized only if employees notify their Operating Manager, or the Village Administrator or his/her designee, of the necessity for the absence. An employee whose work requires a substitute for a particular shift assignment should, if possible, give reasonable notification in advance of their assigned time to start work. A medical certificate or other substantiating evidence of illness may be required for any sick leave absence. Abuse of sick leave benefits may result in suspension or dismissal of the employee.

Sick leave benefits may be used in not less than one (1) hour increments and for the following purposes:

- a) Any bona fide non-occupational personal illness or injury;
- b) Quarantine for contagious disease;
- c) An employee's appointment with a health care professional during regularly scheduled work hours;
- d) When necessary for medical treatment as listed in a, b, or c above for the employee's child or stepchild, spouse or domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

Sick days are not personal days or vacation days and can only be used for the above purposes.

Sick leave pay shall not be considered a right which an employee shall use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above. Any employee who has fraudulently used their sick leave compensation from the Village will be subject to disciplinary action, up to and

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including dismissal.

3. **Medical Certification:** As a condition to the granting of sick leave benefits, any employee may be required to file a certificate of health examination by a practicing physician approved by the Village, and conform to any medical advice contained therein, as directed by the Village. If, in the opinion of the Village Administrator, upon recommendation of the Operating Manager, an employee cannot perform the functions of his/her job because of his/her physical or mental condition, or may be jeopardizing the health or safety of other employees, such individual may be offered the opportunity to utilize accrued sick leave, accumulated vacation or personal time or floating holiday leave benefits until the condition is no longer present.
4. **Unused Sick Leave:** All full-time employees and permanent part-time employees who are regularly scheduled to work at least 32 hours per week are provided with an optional plan for utilizing unused sick leave on an annual basis. Employees shall be required to accrue a minimum of 5 days annually for future sick leave. Sick days accrued and unused in the same calendar year in excess of 5 days annually for all eligible employees may be utilized in any of the following methods at the employee's option:
 - a) May be accrued for future sick leave.
 - b) May be taken as "pay in lieu". Sick days taken as "pay in lieu" will be paid in January of each respective year. Payment will be based upon a 12 month calendar period running from the prior January 1 to December 31, subject to a maximum of six days at the employee's current rate of pay.
 - c) A maximum of two days may be carried over into the following year to be used as vacation days.
 - d) Employees who are members of the IMRF pension plans are granted a maximum of one year pension service credit for unpaid, unused sick leave at the rate of 1/20 of a month for each full day of sick leave accumulated, or as provided by IMRF pension regulations as may be amended from time to time. For this purpose only, 20 days is considered one month by IMRF; any portion of a month counts as an additional month. For example, an employee with one day accumulated sick leave will receive one month of pension service credit; an employee who has accumulated 21 days of sick leave is entitled to two months of pension service credit. This option is available solely to employees terminating for retirement purposes, and the effective date of pension must be within 60 days of termination.
 - e) Employees are not eligible for compensation for any unused accumulated



sick leave upon separation of employment with the Village except for one-half of the unused days earned by the employee during the calendar year in which the employee's service with the Village ends.

3.10 FAMILY AND MEDICAL LEAVE ACT LEAVE

The following provisions briefly describe the Family and Medical Leave Act (FMLA) and are intended to comply with the FMLA. The Village will be guided by the specific provisions of the FMLA and its implementing regulations when interpreting and applying this policy in individual cases.

1. **Eligibility:** Upon the approval of the Village Administrator, all employees, full time, part time, or seasonal, who have worked for the Village at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) months preceding the date leave is needed, are eligible for up to twelve (12) work weeks of unpaid leave per rolling twelve (12) month period. An employee is entitled to FMLA leave for the following reasons:
 - a) for the birth of a child or placement of a child for adoption or foster care and to care for the employee's child after birth or placement for adoption or foster care,
 - b) to care for an immediate family member (spouse, child, or parent) with a serious health condition;
 - c) to take a medical leave when the employee is unable to perform the functions of his/her job because of a serious health condition.
 - d) qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

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The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- e) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

With respect to Section E. 1.a) only, spouses employed by the Village are jointly entitled to a combined total of twelve (12) work weeks of leave.

Employees may take an FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule, if the leave is for birth or placement for adoption or foster care only if the Village Administrator provides written approval for such leave. In the case of FMLA leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary.

2. **Amount of Leave:** An eligible employee can take up to 12 weeks for the FMLA circumstances (a) through (d) above under this policy during any 12-month period. The Village will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (e) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Village will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Village and each wishes to take leave



for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Village and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

4. **Employee Status and Benefits During Leave:** While an employee is on leave, the Village will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount it paid for the employee's health insurance premium during the leave period.

Under current Village policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Village Administrator's office by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The Village will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

5. **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This



requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Village may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

6. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid comp, personal and sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy. Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid comp, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid comp and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid comp, personal leave or sick leave (as long as the reason for the absence is covered by the Village's sick leave policy) prior to being eligible for unpaid leave.

Unpaid leave may be taken during FMLA leave, reserving earned Vacation time for future management- approved time off. All other paid time off must be exhausted prior to unpaid leave.

7. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service



member over a 12-month period).

The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Village and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Village before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

8. Certification for the Employee's and/or Family Member's Serious Health Condition

The Village will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition or DOL Certification of Health Care Provider for Family Member's Serious Health Condition (<https://www.dol.gov/agencies/whd/fmla/forms>).

The Village may directly contact the employee's health care provider for authentication or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Village will not use the employee's direct supervisor for this contact. Before the Village makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Village will obtain the employee's permission for clarification of individually identifiable health information.



The Village has the right to ask for a second opinion if it has reason to verify the certification. The Village will pay for the employee to get a certification from a second doctor, which the Village will select. The Village may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Village will require the opinion of a third doctor. The Village and the employee will mutually select the third doctor, and the Village will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

9. Certification of Qualifying Exigency for Military Family Leave

The Village will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<https://www.dol.gov/agencies/whd/fmla/forms>).

10. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The Village will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember (<https://www.dol.gov/agencies/whd/fmla/forms>).

11. Recertification

The Village may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the Village receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Village may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The Village may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent



with the employee's serious health condition.

12. Procedures for Requesting FMLA Leave:

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Village Administrator. Within five business days after the employee has provided this notice, the Village Administrator or his/her designee will complete and provide the employee with the DOL Notice of Eligibility and Rights (<https://www.dol.gov/agencies/whd/fmla/forms>).

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Village's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

13. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (<https://www.dol.gov/agencies/whd/fmla/forms>).

14. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the Village may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

3.11 FUNERAL LEAVE

In the event of death in an employee's immediate family, an employee shall be granted up to three (3) consecutive days with pay as funeral leave if the employee attends the funeral. Immediate family is defined as the employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

3.12 BEREAVEMENT LEAVE

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Pursuant to the Family Bereavement Leave Act, all employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:

- (1) attend the funeral or alternative to a funeral of a covered family member;
- (2) make arrangements necessitated by the death of the covered family member;
- (3) grieve the death of the covered family member; or
- (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (4) occurs.

Unless it is otherwise unreasonable or impracticable to do so, employees should notify their supervisor at least 48 hours in advance of taking bereavement leave. Employees may be required to provide appropriate documentation to confirm the need for leave. <https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/family-bereavement-leave-act-form.pdf>

In the event of the death of more than one covered family member in a 12-month period, employees are entitled to up to a total of 6 weeks of bereavement leave during the 12-month period. However, this leave may run concurrently with any approved FMLA leave.

3.13 JURY/COURT DUTY LEAVE

1. **Jury Duty:** A full time employee selected for jury duty will be granted paid leave during their absence; provided, however, that all payments, excluding travel expenses, provided to the employee by a court for jury service shall be turned over to the Village. The employee shall provide to the Village documentation of all jury duty compensation.
2. **Court Duty:** In cases where an employee attends court sessions as a defendant, subpoenaed witness, or plaintiff, payment of salary for the period of absence will be determined by the Village Administrator on a case-by-case basis.

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3.14 MILITARY LEAVE

Pursuant to state and federal law, leaves of absence shall be granted for all employees who are called or volunteer for military service, including training duty in a reserve component of the United States Armed Services, including the National Guard, and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue as required by law. Employees on military leave may also be entitled to certain compensation. Employees who need military leave or have any questions about military leave should contact the Village Administrator.

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3.15 FAMILY MILITARY LEAVE

Employees, who have been employed by the Village for at least twelve (12) consecutive months and have worked at least 1,250 hours during that period, are eligible to receive unpaid leave to spend time with a spouse or child during the time military deployment orders are in effect. Eligible employees may take up to 30 days of unpaid leave which may be reduced by the number of days provided under the applicable FMLA provisions.

Employees must exhaust all earned and accrued, but unused, paid vacation and holiday leave before requesting this leave. Employees must consult with their supervisors in order to schedule the leave so as not to unduly disrupt the operations of the Village. Employees must provide the Village with 14 days notice prior to taking the leave if the leave will consist of five (5) or more consecutive work days. If the leave will be for less than five (5) consecutive work days, employees must provide advanced notice as is practicable. The Village may require certification of the deployment of a spouse or child prior to granting the leave.

3.16 FAMILY NEONATAL INTENSIVE CARE ACT LEAVE

Effective June 1, 2026, employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) shall be entitled to up to ten (10) unpaid workdays of Neonatal Intensive Care Leave while the employee's child, as defined under the FMLA, is a patient in a neonatal intensive care unit.

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Neonatal Intensive Care Leave may be taken intermittently, subject to the operational needs of the Village, in increments of no less than two (2) hours. Employees may elect to substitute accrued paid or unpaid leave for any portion of this leave.

Neonatal Intensive Care Leave is provided in addition to leave available under the FMLA and shall not run concurrently with FMLA leave.

Employees may be required to provide reasonable documentation supporting the need for leave, as permitted by law. During an approved Neonatal Intensive Care Leave, the employee may continue participation in the Village's group health insurance plan under the same

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terms and conditions as if the employee were actively employed.

Upon return from Neonatal Intensive Care Leave, employees will generally be restored to the same position held prior to the leave or to a position that is substantially equivalent in status, pay, benefits, and other terms and conditions of employment.

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CHAPTER 4 - EMPLOYEE HEALTH AND SAFETY

Sections:

- 4.01 General Health and Safety, Equipment, and Firearms
- 4.02 Work-Related Injuries
- 4.03 Drugs and Alcohol
- 4.04 No Smoking Policy
- 4.05 Fitness for Duty Exams
- 4.06 Violence in the Workplace

4.01 GENERAL HEALTH AND SAFETY

The Village shall make every effort to promote among employees and in the department's maximum standards of safety and good health. All employees shall be responsible for performing work assignments in the safest manner possible. Prime consideration shall always be given to safety in all work situations.

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A. Operating managers and supervisors shall:

1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for reviewing accidents to determine and correct causes, and for identifying and correcting safety hazards.
2. Ensure that all new employees, including seasonal, temporary, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices and procedures.
3. Implement and actively support the Village's safety program.
4. Provide and/or require equipment necessary to adequately protect the health and safety of employees.
5. Immediately investigate accidents, and prepare all necessary forms for documentation and future prevention of on-the-job injuries, occupational illnesses and hazardous conditions. The Illinois Industrial Commission Form 45: Employers First Report of Injury or Illness shall be completed immediately after notification of illness or injury. The Supervisors Accident Investigation Form shall be completed within twenty-four (24) hours of the initial notification. Both forms shall be forwarded promptly to the Village Administrator or his/her designee.

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B. All employees shall:

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1. Actively observe safety practices, and report unsafe or potentially dangerous conditions and accidents, injuries, or illnesses to their supervisor immediately.
2. Refrain from engaging in horseplay, wrestling, hazing of co-workers, and any other unsafe practice under penalty of disciplinary action up to and including dismissal.
3. Keep their work areas clean, orderly, and, to the extent possible, free from all recognized safety hazards.
4. All employees shall familiarize themselves with the safety rules applicable to their jobs and consult their supervisor on any safety rule or practice not understood, or whenever work conditions present unforeseen hazards.
5. No employee shall remove or make ineffective any safeguard, safety device or safety appliance except for the purpose of replacement, repair or adjustment.
6. All employees shall work in appropriate clothing, including footwear, suitable for the type of work being performed and shall wear or use appropriate safety devices or personal protective equipment as provided, or directed.
7. Any employee who suffers an on-the-job injury or illness, or is involved in an accident while operating either Village equipment, a Village owned vehicle, or a personal vehicle on Village business, shall notify their supervisor immediately. In addition, the employee shall complete a report of accident on the approved form and submit the form to the immediate supervisor, with a copy to the Village Administrator within 24-hours of an on-the-job accident, injury or illness.

C. Usage – Village Vehicles, Equipment and Facilities:

1. ON DUTY – All vehicles, equipment and facilities shall be utilized safely and in a manner that will not damage any particular item by employees qualified and licensed (if required) for such use. Vehicles, equipment and facilities shall only be used for Village business and activities. These shall not be used for personal errands, personal work activities or other reasons. Non-Village employees, with the approval of appropriate Operating Manager or Village Administrator, may ride as a passenger in Village vehicles or use Village equipment or facilities as may be necessary in the carrying out of Village business or participating in Village functions or events.
2. OFF DUTY – There shall be no use of Village vehicles, equipment or facilities during off duty hours, except with permission of the Village Administrator. When a vehicle is in the possession of an employee during off duty hours it should only be used for Village business when the need arises. It shall not be used for personal errands or other activities, except personal errands when commuting to and from work. No other passengers besides the authorized employee shall use the vehicle during such hours.

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3. ACCIDENTS – Any accident involving any employee on duty or any Village vehicle or equipment shall be reported immediately to the Police Department and the Village Administrator. A written report of all facts and details shall then be prepared and submitted to the Village Administrator within 24 hours. A copy of the report will be filed in the employee's personnel file.

D. Concealed Carry of Firearms

All employees, with the exception of sworn police officers, shall not carry on their person or in any Village vehicle a firearm or dangerous weapon. For employees who are licensed concealed carry permit holders in accordance with law, weapons including firearms may be stored inside personally owned vehicles as long as the weapon is properly incased and the vehicle is locked.

4.02 WORK-RELATED INJURIES

If an employee is injured on the job due to the performance of work-related activities, no matter how slightly, they must first report the injury to the Operating Manager so that necessary reports can be filed to apply for Workmen's Compensation benefits. Medical and hospital expenses incurred due to injuries received on the job related to the performance of work-related activities will be paid for in accordance with the applicable provisions of the Workmen's Compensation Act, provided proper prompt notice of the accident has been reported by the employee to the Department Manager.

If an employee has a work-related injury that has been verified by the Operating Manager, and the employee misses up to two days of work due to the work-related injury, the employee may be eligible for compensation for the purpose of covering time lost because of said work-related injury. Compensation shall be for only the time period that is not covered under the Workmen's Compensation Act. For purposes of this section, the days missed will be considered sick days, but will not be charged as sick days against the employee's accrued sick leave.

All vacation, sick, and holiday leave earned while on injury leave shall accrue at the employee's current accrual rate.

4.03 DRUG AND ALCOHOL POLICY

In accordance with state and federal Drug Free Workplace Acts, 41 U.S.C. § 701 *et seq.*, and 30 ILCS 580/1 *et seq.*, the Village shall maintain a drug free workplace. The Village prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis and alcohol, on Village property or while acting on behalf of the Village. Further, the Village prohibits the use of recreational cannabis, on and off-duty,

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for certified law enforcement officers, employees required to possess a valid commercial driver's license ("CDL") as a condition of their employment, employees under 21 years of age and employees whose positions are funded by a federal grant.

(A) Voluntary Treatment

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The Village will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Village's drug and alcohol policy or other rules of conduct. Seeking such assistance will not be a defense for violating the Village's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the Village's policies, rules of conduct, and standards, including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to undergo appropriate medical treatment at their own expense.

(B) Screening and Testing

The Village may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have public safety responsibilities to be screened or tested on a random basis, or may require an employee to be screened or tested following a workplace accident involving a possible violation of safety rules, during and after an employee's participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing may require an analysis of the employee's breath, urine, and/or blood or similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of legal drugs and to explain the circumstances of use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test shall result in disciplinary action, up to and including discharge.

Regarding the use of recreational cannabis, random drug test results indicating the presence of cannabis shall be grounds for disciplinary action for certified law enforcement officers, employees required to maintain a valid CDL as a condition of their employment, employees under 21 years of age and employees whose positions are funded by federal grants. If the Village has reasonable suspicion to believe that any employee is under the influence of cannabis while on duty or while on call, a positive drug test indicating the presence of cannabis may be grounds for disciplinary action. If the Village has reason to believe that a workplace accident occurred as the result of an employee being under the influence of cannabis, a positive drug test indicating the

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presence of cannabis may result in disciplinary action. Finally, depending upon the specific circumstances, a positive drug test indicating the presence of cannabis during or after an employee's participation in an alcohol or drug counseling or rehabilitation program may result in disciplinary action.

Each Village employee is required to sign a consent form, a copy of which is attached as Appendix B to this policy, at the time the policy is distributed to the employee. Employees may also be required to sign a separate consent form requested by the medical facility conducting the screening or testing. Refusal to sign any required consent form will result in disciplinary action up to and including discharge.

(C) Opportunity to Contest

After the Village receives a confirmed, positive drug or alcohol test and/or information indicating that the employee manifests specific, articulable symptoms that demonstrate impairment or being under the influence, the employee will have a reasonable opportunity to contest the basis for the Village's determination. However, after listening to the information provided by the employee, the Village will make a final decision regarding the outcome of the test in its sole and exclusive discretion.

(D) Notice of Convictions

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

(E) Inspections

To ensure that employees comply with this policy's prohibition on manufacturing, distributing, dispensing, possessing or using alcohol, controlled substances or cannabis in any form and for any purpose, employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned by the Village and which the Village permits the employee to use during the course of the employee's employment are and remain the property of the Village at all times, and employees have no reasonable expectation of privacy regarding such property. The Village does not permit employees to keep controlled substances, cannabis in any form,

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- including medical cannabis, or alcohol in or on such property.
2. Any such property reasonably suspected of having or holding such substances is subject to search by the Village.
3. The Village will treat any refusal to submit to such an inspection as an act of insubordination, which may result in disciplinary action up to and including dismissal.

(F) "Under the Influence of Alcohol" Defined

For the purposes of determining whether an employee is in violation of this policy for being under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood will be considered positive, and results showing an alcohol concentration of less than .02 shall be considered negative.

(G) "Under the Influence of Cannabis" Defined

For the purpose of determining whether an employee is under the influence of cannabis in violation of this policy, this determination will be made based upon whether the employee manifests, while working or on call, specific, articulable symptoms of decreased or lessened performance of duties or tasks of the employee's position, including: the odor of burnt cannabis on or about the employee's person or work area, symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness which results in injury to the employee or others.

(H) Use of Prescription/Over the Counter ("OTC") Drugs

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

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confidential manner and only disclose it to persons with a need to know. The employee's immediate supervisor, after conferring with the department head or Administrator, will decide whether the employee may safely continue to perform the job while using the prescription/OTC drug. Failure to declare the use of such prescription/OTC drugs may be cause for discipline up to and including dismissal.

(I) Treatment

If treatment is recommended by the medical facility, the Village may, in its discretion, depending upon the circumstances, give the employee one opportunity to undergo treatment at the employee's expense in lieu of disciplinary action being taken. The Village may reinstate the employee, provided the employee submits to the Village a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Village, which may include, but is not limited to, future drug and/or alcohol testing.

(J) Discipline/Penalties for Violation

1. Any employee who reports to work or is found during work hours to be or to have been under the influence of alcohol, controlled substances, or cannabis, or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis, while on Village property or while acting on behalf of the Village, is convicted of a drug related crime, causes financial or physical damage to Village property, its employees or patrons as a result of drug or alcohol abuse, or fails to report the use of illegal drugs in accordance with this policy, will be disciplined in accordance with the Village's disciplinary policy. In addition, or in the alternative, depending upon the circumstances as determined in the Village's sole discretion, the Village may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the Village and by a federal, state, or local health, law enforcement, or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Village. Participation in a treatment program will not, in itself, protect the employee from disciplinary action should job performance remain satisfactory.
2. Employees who (1) refuse to submit to testing or screening upon request by the Village; (2) tamper in any way with the specimen given to the medical facility for purposes of screening or testing; (3) refuses to undergo



recommended treatment; or (4) fails to satisfactorily complete treatment may also be subject to disciplinary action, up to and including termination.

(K) Records

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

4.04 NO SMOKING POLICY

In accordance with the Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.* and Village ordinance 06-6-1554, smoking and the use of smokeless tobacco shall be prohibited within any interior premises of any Village building, including private offices, stairwells, corridors and within 20 feet of any entrances, exits, windows that open, or in any vehicle owned, leased or operated by the Village. Violation of this policy may result in disciplinary action, up to and including termination of employment.

4.05 FITNESS FOR DUTY EXAMS

If the Village has reason to believe that an employee, due to a disability or disabling condition, (a) may not be able to perform the essential functions of their position or (b) may pose a direct threat to other employees, the Village may require the employee to be examined by a medical professional to determine the employee's fitness for duty.

4.06 VIOLENCE IN THE WORKPLACE

Nothing is more important to the Village than the safety and security of its employees. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Village property will not be tolerated. This includes behavior that is perceived by others to be threatening, intimidating or violent. Such behavior can include oral or written statements, gestures or expressions that communicate a direct or indirect threat of physical harm. Any actual or implied threat of violence will be treated as a real and serious danger, and will be thoroughly investigated. Violations of this policy will lead to disciplinary action, which may include termination, arrest and prosecution.

All employees are responsible for maintaining a safe work environment and for notifying a Village Supervisor of any threats, threatening behavior or violent acts that they have witnessed, received or have been told that another person has witnessed or received. No

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one will be subject to retaliation for bringing good faith concerns to the Village's attention.



CHAPTER 5 - EMPLOYEE TRAINING AND DEVELOPMENT

Sections:

- 5.01 Training and Development, Training Seminars
- 5.02 Professional Memberships
- 5.03 Conference Attendance
- 5.04 Tuition Assistance

5.01 - TRAINING AND DEVELOPMENT, TRAINING SEMINARS

- A. The Village shall promote training of employees to the end that services rendered to the Village may be made more effective and that employees may become qualified for positions of higher responsibility. The following types of training are offered by the Village.
1. **Recruit Training:** Legally mandated training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
 2. **In-Service Training:** Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
 3. **Specialized Training/Mandatory Continuing Education:** Attendance of conferences, workshops, seminars, and similar programs involving professional training which directly relates to an individual's employment or is required for the employee to maintain required licenses and certifications.
 4. **Academic Instruction:** Completion by correspondence or class room attendance of course work provided by accredited educational institutions where such instruction will benefit the municipal service.
- B. Training shall be recommended by the Operating Manager and approved by the Village Administrator prior to registration. No reimbursement for training expenses shall be made without such approval.

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- C. All expenses for recruit, in-service, and specialized training including tuition and fees will be reimbursed by the Village. Travel, lodging, and other related costs may be reimbursed as provided in Section D.
- D. TRAINING SEMINARS/REIMBURSEMENT OF EXPENSES RELATED TO VILLAGE BUSINESS
- a) **Purpose:** All employees are encouraged to attend training seminars or short courses, in order to enhance the employee's knowledge, skill, and ability in performing his/her job responsibilities.
 - b) **Eligibility:** All full-time employees who have completed a minimum of six (6) months of employment with the Village, and who are in good standing, are eligible to attend training seminars as determined by the Village Administrator or his/her designee.
 - c) **Administration:** Each fiscal year, the Village Board shall determine the amount of money to be allocated for employee training seminars. Payment for training seminars is subject to the availability of budgeted funds and the approval of the employee's respective Operating Manager and the Village Administrator. Therefore, eligible employees will ordinarily be allowed to attend authorized training seminars on a first-come, first-approved basis.
 - d) **Payment:** The Village shall pay for training seminars or short courses, or provide for the reimbursement of an employee's travel expenses related to official business of the Village if approved by the Village Administrator, in the following manner:
 - 1) One hundred percent (100%) registration fee.
 - 2) Single accommodations for room (if overnight stay is applicable).
 - 3) Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the Village (whichever is applicable).
 - 4) The Village will only pay for employee expenses.
 - 5) The maximum allowable reimbursement for all travel related expenses shall not exceed \$1,500 per travel event. Expenses exceeding the maximum allowable amount shall require the approval of the Village Board.

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Attendance at training seminars shall be done during Village work hours and shall be on Village time. Therefore, the employee shall receive his applicable rate of pay when attending a training seminar.

- e) All training seminars, short courses, or attendance related to Village business requiring an overnight stay need to be approved in advance by the Village Administrator or his/her designee and costs must be submitted using the Village's travel reimbursement form.
- f) Costs incurred by a spouse or other person accompanying an employee, costs for the purchase of alcoholic beverages, food, rental cars, late checkout charges, parking and other traffic fines, or costs for any other expense not otherwise provided in this section shall not be reimbursed by the Village without approval by the Village Administrator.

5.02 PROFESSIONAL MEMBERSHIPS

1. PROFESSIONAL MEMBERSHIPS

- a) **Purpose:** Representatives from each Department within the Village are encouraged to affiliate with professional organizations or societies for which they qualify by education or training, provided that such affiliation produces observable benefits for the Village and their respective Department. These professional memberships are separate and distinct from Village or Departmental memberships.
- b) **Eligibility:** Certain positions within the Village shall be eligible to join professional organizations or societies to act as representatives for their respective Departments. These positions reflect those which propose and recommend programs and policies to the Village Board or Village Administrator, or those who must approve recommendations for their Departments prior to their submittal. Other supervisory positions shall be eligible if designated by the Village Administrator.

The following positions shall be the representatives who are eligible for professional memberships:

Village Administrator
Assistant Village Administrator
Assistant to the Village Administrator/Deputy Clerk
Chief of Police
Police Commander

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Dir. of Public Works/Operations/Village Engineer
Supt. of Public Works
Crew Supervisor

- c) **Administration:** Each fiscal year, the Village Board shall determine the amount of money to be allocated for professional memberships. Professional memberships are subject to the availability of budgeted funds and the approval of the Village Administrator. Therefore, eligible Department representatives shall be allowed to join professional memberships on a first-come, first-approved basis.

Eligible employees interested in joining a professional organization should submit information regarding the professional organization and the cost of membership to the Village Administrator during the annual budget process. The Village Administrator shall approve or deny the request for the professional membership.

- d) **Payment:** Both the Village and the employee receive benefits from the employee's affiliation with professional memberships. However, the Village shall pre-pay or reimburse one-hundred percent (100%) of the membership cost.

5.03 CONFERENCE ATTENDANCE

- a) **Purpose:** Employees who are eligible for professional memberships are also eligible to attend the conferences associated with those memberships. These conferences shall be in addition to those conferences that may be a result of Village-wide or Departmental memberships.
- b) **Eligibility:** All employees who are eligible for professional memberships are eligible to attend the conferences associated with them. The Village shall pay for one conference per year as authorized by the Village Administrator. Permission may be granted by the Village Administrator if, in his/her opinion, there is sufficient benefit to both the employee and the Village.
- c) **Administration:** Each fiscal year, the Village Board shall determine the amount of money to be allocated for professional conferences. Payment for conferences is subject to the availability of budgeted funds and the approval of the Village Administrator. Therefore, eligible employees shall be allowed to attend conferences associated with their professional membership on a first-come, first-approved basis.

Employees interested in attending a professional conference should

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submit information regarding the conference and the cost of the conference to the Village Administrator during the annual budget process. The Village Administrator shall approve or deny the request for the attendance of professional conferences.

Attendance is conditional upon the following, to be determined by the Village Administrator:

- 1) Sufficient budgeted funds are available within the current fiscal year.
- 2) The conference is affiliated with one of the employee's professional memberships.
- 3) Employee workloads permit their temporary absence from duties.
- 4) Training and education can be obtained at the conference that is required as part of mandatory continuing education related to a license or certification and similar training cannot be obtained at other locations.

All registration applications, transportation, and lodging accommodations shall be arranged and administered by the Deputy Village Clerk.

d) **Payment:** The Village shall pay for a professional conference in the following manner:

- 1) One-hundred percent (100%) registration fee.
- 2) Single accommodations for room (if overnight stay is applicable).
- 3) Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the Village (whichever is applicable).
- 4) The Village will only pay for employee expenses.
- 5) The maximum allowable reimbursement for all travel related expenses shall not exceed \$1,500 per travel event. Expenses exceeded the maximum allowable amount shall require the approval of the Village Board.

Attendance at professional conferences shall be done during Village work hours and shall be on Village time. Therefore, the employee shall receive the normal rate of pay when attending a professional conference.



5.04 TUITION ASSISTANCE

1. **Purpose:** Tuition assistance is intended to provide monetary assistance to employees to pursue continuing education to improve and enhance on-the-job skills and training which will benefit Village operations and the employee's professional and career development.
2. **Eligibility:** The following conditions must be met in order for an employee to be eligible for tuition assistance:
 - a) The employee must be full-time, completed a minimum of twelve (12) months of employment with the Village, and be in good standing as determined by the Village Administrator.
 - b) The employee shall make reasonable efforts to exhaust all other sources of financial assistance (Veteran's benefits, scholarships and grants, etc.).
 - c) The employee shall apply for tuition reimbursement eligibility and be pre-approved no less than thirty (30) days prior to beginning course work.
 - d) At the time of the employee's application, sufficient budgeted funds are available within the current fiscal year for the employee to receive assistance.

Assistance is not guaranteed unless the employee applies for pre-approval to verify that the course qualifies for assistance and that funding is available.

3. **Administration:** Each fiscal year, the Village Board shall determine the amount of money to be allocated for tuition assistance. Tuition assistance is subject to the availability of budgeted funds and the approval of the Village Administrator. Therefore, eligible employees shall receive tuition assistance on a first-come, first-approved basis.
4. **Requesting Assistance:** Employees seeking tuition assistance should request a tuition assistance application form from the Deputy Village Clerk. Application forms must be returned and approved by the Village Administrator no less than thirty (30) days prior to beginning course work. The Village Administrator shall approve or deny all tuition assistance applications on the following basis:
 - a) Sufficient budgeted funds are available within the current fiscal year.

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- b) The course is related clearly and directly to an employee's current job classification.
 - c) The number of courses an employee may enroll in during a given semester or quarter shall be reviewed during the approval process and shall not interfere with the employee's ability to perform all job duties and responsibilities.
5. **Assistance Amount:** Upon tuition assistance application approval, tuition assistance shall be made upon the following basis:
- a) 100% assistance for a course(s) offered through the College of Lake County; or
 - b) For courses offered through another educational institution, the Village may provide assistance up to, but not more than, \$2,000 in a Village fiscal year, unless otherwise authorized by the Village Administrator.
 - c) 100% reimbursement of eligible special course (non-tuition/credit hour) fees. Course related book and materials will be paid with a maximum payment of \$150 for each semester for all courses taken.

If tuition costs for courses exceed the maximum limit described above, the employee is responsible for paying the remaining balance.

Courses are to be taken on the employee's own time unless authorized by the Village Administrator.

6. **Assistance:** Upon tuition assistance approval, the Village will either pre-pay or reimburse the employee for tuition and other related costs as provided above.

In order to have the Village pre-pay for a course(s), the employee must submit copies of invoices for tuition, fees, and books to the Deputy Village Clerk prior to beginning course work. In order to be reimbursed for a course(s), the employee must submit all receipts for tuition, fees and books to the Deputy Village Clerk no later than 30 days after beginning course work.

The employee must complete the course work and achieve a grade "C" or better and submit an official grade report. If the course is Pass/Fail, the employee must "Pass" the course. If the employee fails to meet this requirement, the tuition assistance paid to the employee shall represent a monetary debt owed and due the Village by the employee. Said debt shall be repaid by the employee or by monetary equivalent deducted from the

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employee's earnings.

7. **Repayment at Separation** – If an employee voluntarily leaves the employment of the Village within three (3) years of receiving tuition assistance, the employee will be obligated to repay tuition reimbursements to the Village in accordance with the following schedule:

From Payment Date, If You Leave Within	Your Repayment to the Village Will Be
Less than 1 year	100%
From 1 year to 2 years	50%
From 2 years to 3 years	25%
3 years or more	No Repayment

Repayment terms will be arranged by the Village.



CHAPTER 6 - MISCELLANEOUS PERSONNEL POLICIES

Sections

- 6.01 Deductions from Exempt Employees' Salaries
- 6.02 Political Activity
- 6.03 Electronic Communications Policy
- 6.04 Whistleblower Policy
- 6.05 Ethics and Conflicts of Interest
- 6.06 Employment of Relatives (Anti-Nepotism)
- 6.07 Outside Employment
- 6.08 Employment Appearance
- 6.09 Employee Conduct and Discipline Procedures
- 6.10 Management Rights

6.01 DEDUCTIONS FROM EXEMPT EMPLOYEES' SALARIES

Exempt employees are not answerable merely for the number of hours they work. They work as few or as many hours as are necessary to get the job done. Accordingly, Village policy provides that salaries of exempt employees should not be reduced for any partial-day absence (other than intermittent or reduced schedule FMLA leave); any partial-week absence occasioned by the Village or its operating requirements, including holidays and partial-week shutdowns; or because of variations in the quality or quantity of work performed.

The Village reserves the right to require an exempt employee to use paid time off benefits for partial-day absences occasioned by personal reasons or by the employee's own illness or injury.

The Village also reserves the right to offset from an exempt employee's compensation any amount received in a particular workweek in jury duty fees, witness fees or military pay.

Improper deductions from the salaries of exempt employees are a serious violation of Village policy. The Village encourages any exempt employee who believes his/her salary has been improperly reduced to report the problem immediately to either his/her Operating Manager or the Village Administrator. The Village will review the deduction to determine if it was proper. The review process may require the employee to provide information or present documents to the Village. The employee will be notified of the results of the Village's review. Should the Village determine that the deduction was improper, the employee will be reimbursed for the improper deduction as soon as practicable. Employees are assured that the Village is committed to comply, and expects all supervisors and Department Managers to comply, with this policy and to carefully avoid making improper deductions from the salary

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of exempt employees. Employees also are assured that no retaliatory action will be taken for reporting improper deductions. Employees who suspect retaliation should report their concerns immediately to the Village Administrator or the EEO Officer(s).

NOTE: The Village's attendance and disciplinary action policies are applicable to exempt employees even though an absence may not be one for which a deduction from salary may be taken.

6.02 POLITICAL ACTIVITY

All employees are subject to the "State Officials and Employees Ethics Act", ILCS 430/1-1 et.seq and all local ethics regulations.

6.03 ELECTRONIC COMMUNICATIONS POLICY

The Village of Lindenhurst recognizes the value of and the need for various manual and electronic communications systems such as regular written mail and memos, bulletin board postings, E-mail, voice mail, pager, Internet, Intranet and other inter and intra-agency computer networks and that access to all is designed to enhance productivity. The agency also recognizes that certain standards for the use of these tools must be established.

PROCEDURE A: General Provisions

1. The Village's manual and electronic communication systems, whether they include contemporaneous or pre-recorded communications are subject to the Village's exclusive control and management.

All data and other electronic messages generated or stored in such system are property of the Village of Lindenhurst. This includes all of the material and information created on, transmitted by, or stored on the Village's electronic equipment. Users must realize that material or information that has been deleted can be retrieved and viewed by others. This also includes e-mail that has been deleted.

Further, employees who use such systems have no protected right of privacy. Such communications and information systems include, but are not limited to:

- A. Telephones that are used for the receipt and transmission of emergency calls
- B. Voice mail and text messages
- C. E-mail--both in-house and Internet systems
- D. Facsimile (fax) devices--whether stand-alone or PC generated
- E. Internet and Intranet systems
- F. Video recorders and players

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- G. Messages generated by CAD, the mobile data system, or by the LEADS/NCIC data systems
 - H. Two-way voice radio systems
 - I. Paging systems
 - J. Bulletin boards
 - K. Places where paper, mail, bulletins, announcements, and messages are posted or displayed.
2. The Village of Lindenhurst reserves the right to monitor, record, inspect, listen to and otherwise transcribe messages and data generated on or by any Village owned or provided electronic communication system.
- The Village of Lindenhurst may routinely monitor and may post some records and data for compliance to this directive; and may, if necessary, focus on specific systems or the activities of specific individuals, which may include random monitoring.
3. No encryption program(s) will be used without the approval of the Village Administrator or his/her designee. The Village of Lindenhurst reserves the right to decipher and/or delete any encrypted messages or data encountered on its systems.
4. The Village of Lindenhurst reserves the right to:
- A. Access, bypass, override, or delete any employee created password or Personal Identification Number (PIN) so as to gain access to data held under the employee's account.
 - B. Access without notice data or text caches, pager memory banks, e-mail and voice mail boxes or accounts, conversations on designated recorded emergency telephones, and any other employer provided electronic storage systems.
5. Communication systems, as broadly defined, must never be used to:
- A. Threaten, intimidate, or intentionally embarrass another person.
 - B. Send or receive or post images that contain nudity, images or words of a profane, prurient, or sexually suggestive nature, even if the employee or recipient has consented to or requested such material.
 - C. Engage in any illegal, illicit, improper, unprofessional, or unethical activity, or in any activity that could reasonably be construed to be detrimental to the interests of the Village.

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- D. Send or post jokes or comments that tend to disparage a person or group because of race, ethnic background, national origin, religion, gender, sexual orientation, age, verbal accent, source of income, physical appearance or agility, mental or physical disability or occupation; or to use electronic resources or manual communications in any manner which might reasonably be considered harassment or embarrassment of an individual or a group as outlined above.

Material of this nature which is received inadvertently should not be save or printed unless for the sole reason of bringing it to the immediate attention of system management.

- E. Send messages which could be harmful to workplace morale.
- F. Send or post messages for personal commercial ventures for profit.
- G. Solicit or address others regarding religious or political causes or for any other solicitations that are not work related.

- 6. All employees are expected to maintain the integrity of the sensitive, confidential, and proprietary information that is stored on or is passed through the Village of Lindenhurst communications and information systems. Such information or data may not be disseminated to unauthorized persons or organizations. This includes, but is not limited to:

- A. Personnel information including salaries, performance reviews, complaints, grievances, disciplinary records and medical records.
- B. Criminal history information, mug shot images, police and fire investigation and intelligence records, complainant information, tactical information, and alarm subscriber information.

- 7. User passwords for all Village of Lindenhurst communications and information systems are confidential. It is the user's responsibility to maintain the confidentiality of their password(s). Individual users will be held accountable for the use of their password by others.

- 8. No employee may intentionally intercept, eavesdrop, record, read, alter, or receive another person's e-mail messages without management approval.

- 9. No employee shall make copies of information or data stored on Village communications and information systems without management approval, unless it shall be within the normal scope of the individual's assigned duties.

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10. No e-mail or other electronic communication may be sent which hides the identity of the sender or represents the sender to be someone else or to be someone from another entity.
11. Only hardware that has been approved by management may be installed for Village use. This includes all microcomputers, peripherals, and accessories.
12. Hardware is not to be relocated, connected, or disconnected without prior approval of the Village Administrator or his/her designee, except in emergency situations in which case immediate advice must be sought or notification must be made to the Village Administrator.
13. Classified, confidential, sensitive, proprietary, or private information or data must not be disseminated to unauthorized persons or organizations.
14. The Village of Lindenhurst may impose reasonable limitations on the use of any electronic communication system due to financial reasons, or hardware and/or software problems.

The privilege to access any form of electronic communications utilized by the Village of Lindenhurst may also be restricted or denied due to disciplinary reasons.

It must be kept in mind that any such restriction could seriously jeopardize an employee's ability to perform their job and thus their continued employment may also be in jeopardy.

PROCEDURE B: Internet and Intranet Systems

1. For purposes of this directive, Internet and Intranet will be used interchangeably unless specifically noted.
2. Depending on their work assignments, employees will have varying levels of access to the Internet. Access to the Internet is a revocable privilege. In general, only the Village approved Internet provider may be used to access the Internet. Exceptions may be made by the Village Administrator or his designee.
3. No employee may commit any Village of Lindenhurst financial resources via Internet access or commerce without specific approval of the Village Administrator.
4. Employees must use good judgment and discretion in generating purely



personal e-mail correspondence on the Internet. Use of personal e-mail must be limited and generally done on non-work time.

5. Employees with Internet access are cautioned that they are responsible for what they send, view, or download.

Downloading of application programs without the consent of the management is prohibited. The Village of Lindenhurst does not recommend downloading or installation on Village computers of any application software from the Internet. Such software may not only contain imbedded viruses, but is also untested and may interfere with the functioning of standard Village applications.

6. The Village of Lindenhurst may implement monitoring and/or filtering software to ensure compliance with its business related restrictions on use of the Internet.

PROCEDURE C: Personal Computer Systems

1. The Village of Lindenhurst finds it advantageous to utilize various personal computer systems including desktop units and laptops, some of which may be connected together in a Local Area Network (LAN) or Wide Area Network (WAN) that may utilize one or more servers.

All such hardware and software and all data generated by and stored in such systems remains the property of the Village of Lindenhurst and is subject to the ownership and inspection guidelines outlined elsewhere in this document.

2. In an effort to ensure standardization of software, to assist in providing support, and to facilitate data exchange across individual computers and the LAN(s) or WAN(s), employees are prohibited from installing their own software on any Village-owned personal computer or on any Village LAN or WAN.
3. In an effort to protect the integrity of the Village network systems and the data which may be stored on personal computers, all Village computers will be equipped with anti-virus software.

6.04 Whistleblower Reporting and Anti-Retaliation Policy and Procedures

1. General Policy

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As set forth Section 4.1 of the Public Officer Prohibited Activities Act, it is the policy of the Village to prohibit any official from retaliating against any employee who: (a) reports an improper governmental action, (b) cooperates in the investigation related to a report of an improper governmental action, or (c) testifies in a proceeding or prosecution of an improper governmental action. An improper governmental action is defined as follows.

“Improper governmental action” includes any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of federal, State, or unit of local government law or rule; is an abuse of authority; violates the public’s trust or expectation of his or her conduct; is of substantial and specific danger to the public’s health or safety; or is a gross waste of public funds.

“Improper governmental action” does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent the actions amounts to retaliation. Retaliation, in this context means retaliatory action that results from an employee’s protected activity of reporting improper governmental action, cooperating in the investigation, proceeding or prosecution of a reported improper governmental action.

Copies of this Policy and Procedure, along with Section 4.1 of the Act will be given to every employee upon hiring. Additionally, these same documents will be furnished or made available to all employees on an annual basis.

2. Procedures for Reporting and Investigating Reports of Improper Governmental Action

A. Reporting an “Improper Governmental Action” or Retaliation.

1. If an employee believes that he/she has witnessed an improper governmental action, as defined in the Policy above, the employee must submit a written report of the improper governmental action to the Auditing Official, which Auditing Official has been designated in Section III.
2. If an employee believes that he/she has been retaliated against for reporting improper governmental action, or cooperating in the investigation, or procedure involving an improper governmental action, the employee must report such alleged retaliation to the

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Auditing Official within sixty (60) days of the retaliatory action taking place.

3. The Auditing Official may transfer the complaint to another auditing official, including the States Attorney, if he/she determines that it is appropriate.
4. If the Auditing Official is also the subject of the complaint, the Complainant may file the complaint with any States Attorney.

B. Investigation of Complaint.

1. Identity of the Complainant
 - a. The Auditing Official will keep the identity of the Complainant confidential to the extent allowed by law.
 - b. The Complainant may waive confidentiality in writing on a form presented to the Auditing Official.
2. The Auditing Official shall investigate the complaint promptly and thoroughly and conclude whether or not the evidence gathered through such investigation warrants merit of a finding that either an improper governmental action, or retaliation for filing such a complaint or complying with such investigation occurred or did not occur.
3. The investigation by the Auditing Official may include:
 - a. Interviews of the Complainant and witnesses;
 - b. Interviews of governmental officials who may have knowledge about the complaint or may be the subject of the complaint;
 - c. Inspection of documentation (in written, printed, or electronic format) relevant to the complaint;
 - d. Take any other appropriate measures to ensure that the complaint has been thoroughly investigated.
 - e. Make a determination whether the complaint has merit or whether the complaint does not have merit.

C. Determination and Remedial Action If Necessary.

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1. If the Auditing Official determines that the complaint has no merit, he/she can dismiss the complaint.
2. If the Auditing Official determines that the complaint has merit, he/she may take remedial action on behalf of the Complainant, including reinstatement, reimbursement for lost wages or expenses, promotion, or other remedial action that the Auditing Official deems appropriate. The Auditing Official may also make his/her investigation findings available to the Complainant's attorney if the Auditing Official finds that restitution is not sufficient.
3. Any person who engages in prohibited retaliation under Section 4.1 of Act may also be subject to fines, appropriate employment action, civil or criminal prosecution, or any combination of these actions.

3. Designation of Auditing Official

The Village designates the Village Administrator to serve as the Auditing Official of the Village, with the duties and responsibilities set forth in 50 ILCS 105/4.1 and this Policy.

6.05 ETHICS AND CONFLICTS OF INTEREST

The Illinois General Assembly has mandated that each unit of local government adopt an ordinance "regulating the political activities of, and the solicitation and acceptance of gifts, by the officers and employees of such units in a manner no less restrictive" than the provisions of the State Officials and Employees Ethics Act; however, the Ethics Code provides very clear descriptions of the prohibited activities and consequences of any violations. All definitions of terms within this Code of Ethics policy are as defined in the Illinois State Statutes, 5 ILCS 430/15.

A. Conflicts of Interest

Services provided by the Village shall be performed in an impartial manner, free of unlawful personal and/or political consideration. Personal information obtained through contact with citizens or patrons of the Village or through any other source must remain confidential to the extent appropriate. Employees must take care to avoid any possible conflict of interest or the appearance of misconduct as described in the Personnel Policies and Procedures Manual, Village Ordinances and applicable State and Federal laws.

B. Prohibited Political Activities

1. In accordance with the state and federal constitutions and with 5 ILCS 430/1-5, Village employees have a right to engage in political activity through voluntary political contributions or voluntary political activities. However, while at work or

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on duty, employees may not participate in political activities while on Village property or while using Township equipment or vehicles.

2. No employee shall intentionally require any other officer or employee to perform any prohibited political activity (1) as part of that employee's duties, (2) as a condition of employment, or (3) during any compensated time off (such as holidays, vacation or personal time off). Additionally, no employee shall be required at any time to participate in any prohibited political activity in consideration for that employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
3. Full-time and part-time employees of the Village who run for partisan or nonpartisan elective office in the Village may be required to take a leave of absence. The leave of absence would commence upon the filing of the candidate's petition for office. The leave would end upon the completion of all activities associated with seeking or obtaining the office.
4. Full-time and part-time employees of the Village who are elected to partisan or non-partisan political office by means of an election conducted in the Township may be required to take a leave of absence. The leave of absence would commence at the time the individual is sworn into office and would end upon the completion of all activities associated with the office.
5. Nothing in this section shall be construed to prevent employees from becoming or continuing to be members of any lawful political organization, from attending lawful political meetings, from expressing their views on political matters, or from voting with complete freedom in any election.

C. Gift Ban Policy

Each employee and official of the Village is subject to the State Officials and Employees Ethics Act, 5 ILCS 430/10-10, et seq. No employee or official of the Village shall intentionally solicit or accept any gift from any prohibited source or in violation of any Federal or State statute, rule or regulations. However, an employee or official of the Village may accept any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00. "Prohibited source" shall have the same meaning as in 5 ILCS 430/1-5, and may be amended from time to time. In the event an employee or an Elected Official receives gifts or gift cards from a prohibited source for the benefit of the employees of the Village, the cumulative total value set forth herein shall apply and the gift cards shall

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be used for purchases to benefit the employees of the Village. Notwithstanding the foregoing, the following exceptions shall apply:

1. Opportunities, benefits and services that are made available on the same conditions as for the general public.
2. Anything for which the officer or employee or his or her spouse or immediate family member pays the fair market value.
3. Any contribution that is lawfully made under the Election Code or activities associated with a fundraising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss Township business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship, unless the officer or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the officer or employee or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; whether to the actual knowledge of the officer or employee, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and whether to the actual knowledge of the officer or employee, the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

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8. Food or refreshments not exceeding seventy-five dollars (\$75.00) per person in value on a single calendar day; provided that the food or refreshments are either consumed on the premises from which they were purchased, prepared, or catered. For purposes of this section, "catered" is defined as food or refreshments that are purchased ready to eat and delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee) of the officer or employee or the spouse of the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. For the purpose of this section, "intra-governmental gift" means any gift given to an officer or employee of the Township from another officer or employee of the Township; and "inter-governmental gift" means any gift given to an officer or employee of the Township by an officer or employee of another governmental entity.
11. Bequests, inheritances and other transfer at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than one hundred dollars (\$100.00).

6.06 EMPLOYMENT OF RELATIVES (ANTI-NEPOTISM)

The Village will consider an employee's relative for employment if the applicant possesses all of the qualifications for employment for the position. A relative may not be hired, however, if the employment would create a direct (or indirect) supervisor/subordinate relationship with a family member, or create an actual conflict of interest or the appearance of a conflict of interest. This provision may be waived by the Village Administrator if the Village Administrator determines that the best interests of the Village would be served.

Employees who are relatives may continue employment or apply for promotions/internal transfers as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, or an actual conflict of interest or the appearance of a conflict of interest. In the event that employees become relatives, the employees must disclose the relationship to their department head. If the Village is unable to accommodate the employees by, for example, transferring one of the employees, the Village Administrator will determine the appropriate course of action which may include termination.

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6.07 OUTSIDE EMPLOYMENT

Regular full-time and part-time employees of the Village may not be employed in any other capacity without prior written approval of the department head. Outside work is defined as any gainful employment, other than the performance of official duties.

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Outside work is permitted to the extent that it does not prevent employees from devoting their primary interest to the performance of their work for the Village and does not create a conflict between the private interest of the employee and the employee's official responsibility. An employee shall not perform outside work:

- Which may be construed by the public to be an official act of the Village or a Village department
- Which involves Village facilities, equipment or supplies
- Which involves the use of official information not available to the public
- Which might appear as a conflict of interest to the public
- If the work is something that the employee would be expected to do as part of his/her regular duties
- If the work would tend to influence impartial judgment on any matter coming before the employee in the course of the employee's official duties

Further, to the extent that the secondary employment violates local Village codes or ordinances or brings disrepute onto the Police Department and/or Village, the approval of secondary employment may be rescinded. All requests for outside employment, whether approved or disapproved, shall be forwarded to the Village and a copy placed in the employee's personnel file.

6.08 EMPLOYEE APPEARANCE

Employees represent the Village in their interactions with members of the public. As such, all employees must dress appropriately and professionally. Employees must maintain a clean, well-groomed appearance in conjunction with the position they hold, suitable for the work they perform. Supervisors are responsible for monitoring employees' dress, personal appearance and hygiene, and will discuss the subject of personal appearance, dress or hygiene with the employee if the employee's personal appearance, dress or hygiene does not positively reflect the Village. If necessary, supervisors may require that an employee leave work to remedy their personal appearance, dress or hygiene.

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6.09 EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURES

A. General Provisions

Village employees are expected to follow all Village policies and perform their duties and

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responsibilities in a professional and appropriate manner. Employees that violate these dictates may be subject to discipline, up to and including, termination. The following are some examples of conduct that could lead to discipline. Note, this list is not meant to be exhaustive. However, this list along with common sense and good judgement should be used as a guide in determining appropriate conduct whether, or not, that conduct occurs on or off duty.

1. Theft or destruction of Village property or the property of other employees;
2. Abusing, threatening, or intimidating other employees;
3. Use of obscene, disruptive or abusive language, or rowdy behavior;
4. Willful or negligent performance of duties and unsatisfactory work performance;
5. Use or possession of weapons on Village property or while on Village business;
6. Excessive tardiness or absence, or failure to report to work in a timely manner;
7. Falsification of records such as time cards, application materials, or personnel or employment records;
8. Engaging in unlawful or other off-duty conduct which brings the Village into disrepute.
9. Violation of any safety rules.
10. Failure to keep the work place neat, clean, and orderly.
11. Failure to report any known problems with or defects in equipment.
12. Failure to report all accidents and injuries immediately, regardless of the severity of the injury.
13. Violation of any Village policy including, but not limited to, its anti-harassment, conflicts of interests, or ethics policies.
14. Insubordinate behavior or failure to follow supervisor directions.

B. Disciplinary Procedures

The objective of discipline is to improve the behavior of an employee, rather than to punish the employee. The degree of severity of a disciplinary action will depend on the individual employee, the nature of the problem, the employee's past performance, length of employment, and any extenuating circumstances. Disciplinary action will never be taken on account of political considerations, personal bias or prejudice.

It is the responsibility of every employee to attempt to correct any faults in job performance when called to his/her attention, and to make every effort to avoid conflict with the personnel policies of the Village.

It is the responsibility of every Operating Manager and Supervisor to discuss improper or inadequate performance with the employee in order to correct the deficiencies. Unless otherwise set forth in a written contract of employment, or unless provided by the Board of Fire and Police Commissioners, employees of the Village of Lindenhurst are at-will and can

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be discharged at any time at the sole discretion of the Village. Discipline may include, but is not limited to the following:

1. Reprimand – given orally or in writing;
2. Suspension;
3. Demotion; and
4. Discharge.

With the exception of a verbal reprimand, employees will be notified in writing of any disciplinary action taken against them. The Operating Manager shall consult with and notify the Village Administrator of any recommendations for any disciplinary action including, but not limited to, reprimand, suspension, demotion or discharge of an employee. Notwithstanding any provisions of this Manual, discipline of exempt salaried employees shall be in accordance with the Fair Labor Standards Act.

6.10 MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to establish and administer all matters of inherent managerial policy, including but not limited to the functions of the Village government and its departments, standards of service, budgeting, organizational structure, the selection of new employees, and the direction of employees. The Employee Handbook is not to be construed as a contract or agreement between the employee and Village.

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CHAPTER 7 – SEPARATION FROM VILLAGE EMPLOYMENT

Sections

- 7.01 Resignation
- 7.02 Retirement
- 7.03 Return of Village Property
- 7.04 Exit Interview

7.01 RESIGNATION

Employees are expected to give at least ten (10) days' notice to their Operating Manager, to the extent such notice is possible. All resignations are filed by the Operating Manager with the Village Administrator. The Village Administrator will check with the Operating Manager and the personnel record of the employee as to Village property and accrued leave status, and make the proper payments and/or deductions, if any.

7.02 RETIREMENT

Retirement will be pursuant to the requirements of the employee's respective retirement fund, and further information on the subject may be obtained from the employee's Operating Manager or the Deputy Village Clerk.

7.03 RETURN OF VILLAGE PROPERTY

An employee, who is separated from Village service, whether through resignation, lay-off, retirement, disability, or dismissal, is responsible for returning any Village property which they may have in their possession. Failure to return Village property will result in the final paycheck being held and/or the amount of outstanding property deducted from same. The Deputy Village Clerk will develop and provide a checklist of such items in accordance with this policy.

7.04 EXIT INTERVIEW

Every employee who leaves employment with the Village for any reason, except discharge, may have a separate exit interview with the employee's Operating Manager and/or the Village Administrator. Except in extraordinary circumstances, an exit interview will be conducted on the employee's last day of employment. The purpose of this interview is to determine, as closely as possible, the reasons the employee is leaving the employ of the Village, to return Village property, to discuss the continuation of any benefit coverages and any other matters that the Village or the employee wish to discuss.



VILLAGE OF LINDENHURST



SALARY CLASSIFICATION SYSTEM AND PAY PLAN

VILLAGE OF LINDENHURST SALARY CLASSIFICATION SYSTEM AND PAY PLAN

INTRODUCTION

The function of the Village of Lindenhurst Salary Classification System and Pay Plan is to provide a structure and plan which enables the Village to recruit and retain competent employees. The Salary Classification System and Pay Plan is designed to accomplish these goals by:

- Establishing pay rates which compare with those of public and private organizations competing for employee skills similar to those utilized by the Village.
- Facilitating adjustments to changing economic and employment conditions requiring changes in pay levels.
- Providing for equal compensation for work of equivalent responsibility.
- Establishing a method for annual employee performance review.



CHAPTER 8.00 - SALARY CLASSIFICATION SYSTEM

Sections:

- 8.01 Purpose
- 8.02 Pay Grade System
- 8.03 Position Classification Plan
- 8.04 General Administration

8.01 PURPOSE

The Salary Classification System is the general structure upon which the Pay Plan is based. ~~It is comprised of two major components: (1) a Pay Grade System; and (2) a Position Classification Plan. The Village's Compensation and Classification System is structured in a way to fairly and systematically arrange employees based on varying and demonstrable levels of responsibility in order to compensate everyone commiserate to the overall marketplace.~~

8.02 PAY GRADE SYSTEM

In order to appropriately compensate employees with varying levels of responsibility, experience, and educational achievement, the Village utilizes a ~~two-part single~~ pay grade system for all non-bargaining positions, which includes the following:

- ~~1. Operations Classification Pay Grade System~~
- ~~2. Management Classification Pay Grade System~~

Table 1 sets forth the basic series of pay grades and ranges for the ~~Operations~~ Classification Pay Grade System. The plan consists of ~~16 eleven (11)~~ pay grades (ranges of pay). Each pay grade represents a pay span of approximately ~~35 fifty~~ percent (~~50%~~) from the minimum to maximum rate. This series of pay grades and ranges is uniform in order to facilitate organizational unity and equity between employees who serve in similar positions in different parts of the organization.

~~While there is no definitive separation between supervisory and non-supervisory personnel, certain strata of grades can be viewed collectively as certain employee tiers:~~

- ~~• Grades 1-6: Support and Operational Personnel~~
- ~~• Grades 7-9: Senior Support and Operational Personnel~~
- ~~• Grades 10-11: Assistant Directors and Directors~~

~~Table 2 sets forth the basic series of pay grades and ranges for the Management Classification Pay Grade System. The plan consists of 11 pay grades (ranges of pay). Each pay grade~~

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~~represents a pay span of approximately 35 percent, from a minimum to a maximum rate. This series of pay grades and ranges provides a method to be used for the fair and equitable compensation of management level employees.~~

8.03 POSITION CLASSIFICATION PLAN

The Position Classification Plan provides a systematic arrangement of positions into the pay grade system. In evaluating each position, a quantitative point factor comparison method is used. The factor comparison method cross compares all jobs on each level of each factor, using eight factors. Jobs of a different character or in different organizational units are compared against all other jobs on all factors. The factor points are weighted to reflect overall organizational missions, goals, and values.

Each position is classified based upon supervisory responsibility, and the level of educational achievement or equivalent work experience necessary for the position to provide the knowledge, ability, and skill required for successful work performance. The eight factors used to evaluate each position are as follows:

1. Preparation and Training
2. Experience Required
3. Decision Making and Independent Judgment
4. Responsibility for Policy Development
5. Planning
6. Contact with Others
7. Work of Others (supervision exercised)
8. Working Conditions

~~Like the Salary Classification System, the Position Classification Plan is separated into two parts, which are as follows:~~

- ~~1. Operations Classification Pay Plan~~
- ~~2. Management Classification Pay Plan~~

~~Table 3.2 is the Operations Classification Pay Plan, which shows the assignment of each position classification to a pay grade, and indicates the present pay range for each position classification. Table 4 is the Management Classification Pay Plan, which lists the pay grade and compensation ranges for the Village's management level positions.~~ The ranges of pay are intended to be gross compensation for service in the various position classifications. The ranges of pay do not include bonus pay. These classifications of positions and the resulting salary classification system form the basis for the Pay Plan.

8.04 GENERAL ADMINISTRATION

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1. **AMENDMENTS:** All amendments to the ~~two components of the~~ Salary Classification System ~~(the Pay Grade System and Position Classification Plan)~~ must be approved by the Village Board. The Village Administrator or his/her designee shall apprise the Village Board from time to time regarding the appropriateness of the Salary Classification System.
2. **IMPLEMENTATION:** The Village Administrator shall be responsible for the implementation, administration, and interpretation of the Salary Classification System defined herein. The Village Administrator is further responsible for establishing and administering the Pay Plan within the limits of the Salary Classification System defined herein.



CHAPTER 9 - PAY PLAN

Sections:

- 9.01 Purpose
- 9.02 Employee Performance Review
- 9.03 Base Pay
- 9.04 Bonus Pay

9.01 PURPOSE

The Pay Plan is the mechanism which utilizes the Salary Classification System to evaluate and compensate employees based upon job performance. It is comprised of three components: (1) Employee Performance Review; (2) Base Pay; and (3) Bonus Pay.

9.02 EMPLOYEE PERFORMANCE REVIEW

1. GENERAL ADMINISTRATION

The intent of employee performance review is to provide an opportunity for the supervisor and employee to discuss and review annual performance to determine progress made from the previous year. It shall be the responsibility of the Village Administrator to make sure that all employees receive, at minimum, an annual performance review. The Village Administrator shall have the direct responsibility to conduct annual performance reviews for all Operating Managers and supervisory personnel. It shall be the responsibility of all Operating Managers and supervisory personnel to conduct annual performance reviews for all non-supervisory personnel under their direct supervision.

- a) **OPERATING MANAGER/SUPERVISOR ANNUAL PERFORMANCE REVIEW:** All Operating Managers and supervisors shall receive an annual employee performance review which shall be the basis for adjustments in base pay and bonus pay. It shall be the responsibility of the Village Administrator to conduct all performance reviews for Operating Managers and supervisory personnel, as indicated below:¹

Assistant Village Administrator
Assistant to the Village Administrator/Deputy Clerk
Chief of Police
Police Commander

¹ Although the Police Commander, Superintendent of Public Works, and Crew Supervisor, are supervisory positions, they may be evaluated by their Operating Managers in a format acceptable to the Village Administrator.

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Director of Public Works/Operations/Village Engineer
Superintendent of Public Works
Crew Supervisor

Prior to each fiscal year, the Village Administrator shall meet with each Operating Manager and/or supervisor and develop goals, objectives, and specific projects to be completed by the employee throughout the year. From this discussion, a ~~memo~~ written statement of goals and/or objectives shall be given to the Operating Manager and/or supervisor to be utilized as a guideline throughout the year. This document may be in the form of a memorandum, human resources (Enterprise Resource Planning or ERP) software platform or another similar web-based format. At the end of each fiscal year, the Village Administrator shall review with the Operating Manager and/or supervisor to review his/her performance based upon the employee's ability to successfully achieve the specific goals, objectives and projects outlined within the ~~memo-written goals and objectives~~ and any other pertinent factors that may have occurred throughout the year as determined by the Village Administrator.

- b) NONSUPERVISORY PERSONNEL ANNUAL PERFORMANCE REVIEW: All nonsupervisory personnel shall receive an annual employee performance review which shall be the basis for adjustments in base pay and bonus pay. It shall be the responsibility of the Department Operating Managers and/or supervisors to conduct all performance reviews for nonsupervisory personnel under their direct supervision.

Prior to each fiscal year, the Operating Manager and/or supervisor shall complete a performance evaluation on all employees utilizing the performance evaluation system established by the Village Administrator (Appendix G). At the end of each fiscal year, the Operating Manager and/or supervisor shall review the individual employee's performance based upon the employee's overall performance review and the employee's ability to successfully achieve the specific goals or objectives established for the employee within the performance review system. This written document may also be in the form of a memorandum, human resources (Enterprise Resource Planning or ERP) software platform or another similar web-based format.

9.03 BASE PAY

Each employee shall receive base pay in accordance with his/her respective position classification within the Salary Classification System. Only base pay is included within the pay range.

Employee Handbook

Village of Lindenhurst



1. **GENERAL ADMINISTRATION**

The total aggregate base pay amount allocated towards base salaries shall be included in the budget and approved by the Village Board.

The Village Administrator or his/her designee shall be responsible for the administration and interpretation of the Pay Plan and shall set base salaries for all employees within the limits of the Salary Classification System.

- a) **ORIGINAL APPOINTMENT AND PROBATIONARY PERIOD:** Employees shall normally be appointed at the minimum pay range level for the corresponding position classification. However, the Village Administrator shall have authority to establish initial base pay at any salary level within the pay range authorized for the position classification.
- b) **EMPLOYEE RECLASSIFICATION:** An employee may be re-classified by the Village Administrator to a higher or lower position classification to properly reflect assigned duties and responsibilities.
- c) **BASE PAY ADJUSTMENTS:** Base pay adjustments shall be approved by the Village Administrator based upon Operating Manager recommendations. Evaluation of employee base salaries shall be completed prior to each fiscal year. The base pay of each employee may only be adjusted based upon factors such as economic conditions, employee reclassification, annual employee performance review, or other factors determined by the Village Administrator. An employee's annual base pay adjustment provided as part of the annual employee performance review shall not exceed 5%, unless specifically reviewed by the Village Board.
- d) **PENSION ELIGIBILITY:** All base pay is eligible for pension benefits.

9.04 BONUS PAY

The intent of annual employee performance review and bonus pay is to:

- Recognize and reward employees for exemplary and outstanding performance, beyond normal performance expectations.
- Encourage employees to pursue professional development in order to strengthen both the individual and the organization.

Bonus payments are comprised of two major components: (1) General Merit Bonus; and (2) Operating Manager/Supervisor Merit Bonus.

Employee Handbook

Village of Lindenhurst



1. **GENERAL ADMINISTRATION**

The total aggregate amount allocated towards bonus pay shall be included in the budget and approved by the Village Board.

The Village Administrator or his/her designee shall be responsible for the administration and interpretation of all Bonus Pay within the Pay Plan. The following provisions pertain to the administration of all bonus pay:

- a) **EVALUATION REVIEW:** All eligible employees shall be reviewed a minimum of once annually during the Annual Employee Performance Review process. The review shall be performed each year on or about April 1. The April evaluation review is the only review eligible for the bonus payments.
- b) **TIME OF PAYMENT:** Bonus payments shall be paid in one lump sum during a pay period in May of the next fiscal year following the evaluation period. It shall be paid in accordance with the pay procedure outlined in each Bonus Pay section. This bonus is a one-time annual payment and does not count towards the base pay of any employee for purposes of base pay adjustments.
- c) **FORFEITURE OF BONUS:** In the event of termination, retirement, or death, the employee shall not receive any bonus pay.
- d) **PENSION ELIGIBILITY:** In accordance with pension eligibility standards, all bonus payments shall only be eligible for those employees covered under the Illinois Municipal Retirement Fund.

2. **GENERAL MERIT BONUS:**

All full-time employees in the Village are eligible for a general merit bonus.

- a) **IMPLEMENTATION:** The Operating Manager or his/her designee shall be responsible for implementing the performance review for the General Merit Bonus. If it is deemed by the Village Administrator that certain positions affect multiple departments, the Village Administrator or his/her designee may also be responsible for implementing the performance review.
- b) **METHOD OF REVIEW:** Each Operating Manager shall use the performance review system and methods for review as established by the Village Administrator for the General Merit Bonus. At a minimum, the review should consist of the completion of the performance review form and the creation of specific goals and objectives for the employee to achieve. The issuance of any merit bonus shall be based upon the employee's ability to successfully achieve established goals and objectives,

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exemplary work performance beyond expectations and other factors determined by the Village Administrator and Operating Manager.

- c) **PAYMENT PROCEDURE:** Each year, an employee is eligible for a lump-sum bonus pay of up to an amount established by the Village Board as included in the annual budget to be awarded in increments of \$500.

3. **OPERATING MANAGER/SUPERVISOR MERIT BONUS:**

The Operating Manager/Supervisor Merit Bonus shall apply to the supervisory personnel outlined in Section 9.02 above.

- a) **IMPLEMENTATION:** The Village Administrator or his/her designee shall be responsible for evaluating all Operating Managers and supervisors.
- b) **METHOD OF EVALUATION:** Prior to each fiscal year, the Village Administrator shall meet with each Operating Manager and/or supervisor and develop goals, objectives, and specific projects to be completed by the employee throughout the year. From this discussion, a memo shall be given to the Operating Manager and/or supervisor to be utilized as a guideline throughout the year. At the end of each fiscal year, the Village Administrator shall review with the Operating Manager and/or supervisor to discuss his/her performance based upon the goals, objectives, projects outlined within the memo, and other factors as determined by the Village Administrator.
- c) **PAYMENT PROCEDURE:** Each year, an employee is eligible for a lump-sum bonus pay of up to an amount established by the Village Board as included in the annual budget to be awarded in increments of \$500.

4. **ADDITIONAL DUTY PAY:**

The intent of additional duty pay is to recognize additional effort beyond the employee's normal job description. This is in keeping with Village practice of reducing Village costs through maximum use of existing personnel. The standard for awarding additional duty pay shall be that the additional duties must represent skills not normally associated with the position classification as determined by the Village Administrator.

9.05 SERVICE ANNIVERSARY RECOGNITION PROGRAM

Recognizing the tenure of Village employees is an important way to strengthen organizational morale and support long-term employee retention. The Village has a longstanding practice of acknowledging employees for their years of dedicated service, reflecting its appreciation for their commitment and contributions. Full-time

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Village of Lindenhurst



employees are eligible to receive the following forms of recognition upon completion of designated service milestones:

5 Full Years of Service: Indoor or outdoor blanket (branded with the Village logo), \$20 gift card to a Lindenhurst business of choice, & certificate

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10 Full Years of Service: Backpack, tote bag, messenger bag, or tactical bag (branded with the Village logo), \$20 gift card to a Lindenhurst business of choice & certificate

15 Full Years of Service: Outdoor chair, canvas wagon, or cube storage (non-branded), \$20 gift card to a Lindenhurst business of choice & certificate

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20 Full Years of Service: Jacket (branded with Village logo), \$20 gift card to Lindenhurst business of choice & certificate

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25 Full Years of Service: Speaker or cooler (non-branded), \$100 Visa gift card, \$20 gift card to Lindenhurst business of choice & certificate

30 Full Years of Service: Headphones or earbuds (non-branded), \$150 Visa gift card, \$20 gift card to Lindenhurst business of choice & certificate

35 Full Years of Service: Crystal award, \$200 Visa Gift Card, \$20 gift card to Lindenhurst business of choice & certificate

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Employees who have reached their 15th service anniversary and beyond in the increments outlined above will be invited to attend a Village Board meeting to be recognized for their service to the community. A write up may accompany any level of service recognition and be distributed via the Village's internal/external newsletter, social media, or website.

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Employee Handbook

Village of Lindenhurst



CONDITIONS OF EMPLOYMENT OR TO CREATE ANY LEGAL RIGHTS. THE POLICIES AND PROCEDURES FOUND HEREIN MAY BE CHANGED OR DELETED AT ANY TIME AT THE DISCRETION OF THE EMPLOYER. IN ACCORDANCE WITH JUDICIAL DECISIONS, THE VILLAGE INTENDS THAT THESE POLICIES SHALL ESTABLISH NO PROPERTY OR TENURE RIGHTS IN THE EMPLOYEES OF THE VILLAGE. IN ADDITION, THE EXISTENCE OF ANY PROVISION CONTAINED WITHIN SHALL NOT ESTABLISH PRIORITY OR IRREVOCABLE RIGHTS IN ANY EMPLOYEE. ALL EMPLOYEES OF THE VILLAGE, EXCEPT THOSE POSSESSING AN ACTUAL WRITTEN CONTRACT APPROVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE, SHALL REMAIN "AT WILL" EMPLOYEES.

Employee Handbook

Village of Lindenhurst



APPENDIX A

EMPLOYEE ACKNOWLEDGMENT FORM

I, the undersigned, hereby acknowledge and affirm that I am an employee of the Village of Lindenhurst, Illinois, and I have received and read a copy of the Village of Lindenhurst Employee Handbook and Policy Against Discrimination and Harassment.

I further acknowledge and understand that, in the future, should I have questions about the Policy or any of its contents, I will present those questions to my supervisor or the appropriate Village employee or official as my supervisor might direct me.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (please type or print)



APPENDIX B

CONSENT TO DRUG AND/OR ALCOHOL SCREENING OR TESTING

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, laboratory or medical facility chosen by the Village of Lindenhurst (the "Village") at the Village's expense. I hereby consent to the physician, clinic, laboratory or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood and other similar substance. I also authorize the physician, clinic, laboratory, or medical facility to disclose his, her or its findings, conclusions and opinions regarding the drug and/or alcohol screening or testing to a Village official or a designated representative.

I hereby further consent to the Village contacting my physician or pharmacist to verify my reported use of legal drugs in accordance with the Village's Drug and Alcohol Abuse Policy and authorize my physician or pharmacist to provide all information requested by the Village regarding my use of such drugs, including without limitation the possible effects of such use on my performance of job functions.

I also acknowledge receiving, reading and understanding the Village's Alcohol and Drug Abuse policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the Village the use of legal drugs as required by this policy, may result in disciplinary action, up to and including termination.

Employee's Name: _____

Employee's Signature: _____

Date: _____

Witness Signature: _____



APPENDIX C
 [TABLE 1 OF PAY PLAN]

TABLE 1
VILLAGE OF LINDENHURST
OPERATIONS CLASSIFICATION PAY GRADE SYSTEM
FISCAL YEAR 2025/2026

<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
O1	\$25,059	\$43,577	\$52,096
O2	\$36,812	\$45,756	\$54,700
O3	\$38,652	\$48,044	\$57,435
O4	\$40,585	\$50,446	\$60,307
O5	\$42,614	\$52,968	\$63,322
O6	\$44,745	\$55,617	\$66,489
O7	\$46,983	\$58,398	\$69,814
O8	\$49,332	\$61,318	\$73,304
O9	\$51,798	\$64,384	\$76,970
O10	\$54,388	\$67,602	\$80,817
O11	\$57,107	\$70,983	\$84,858
O12	\$59,962	\$74,532	\$89,101
O13	\$62,961	\$78,258	\$93,556
O14	\$66,109	\$82,171	\$98,234
O15	\$72,191	\$89,731	\$107,272
O16	\$72,885	\$90,594	\$108,303
O17	\$76,529	\$95,123	\$113,718
O18	\$80,355	\$99,880	\$119,404

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Support & Operational 50% Range Spread			
Grade	Minimum	Midpoint	Maximum
<u>1</u>	<u>51,270</u>	<u>64,088</u>	<u>76,905</u>
<u>2</u>	<u>54,346</u>	<u>67,933</u>	<u>81,519</u>
<u>3</u>	<u>62,961</u>	<u>78,701</u>	<u>94,442</u>
<u>4</u>	<u>66,739</u>	<u>83,423</u>	<u>100,108</u>
<u>5</u>	<u>70,743</u>	<u>88,429</u>	<u>106,114</u>
<u>6</u>	<u>74,988</u>	<u>93,734</u>	<u>112,481</u>

Senior Support & Operational 50% Range Spread			
Grade	Minimum	Midpoint	Maximum
<u>7</u>	<u>82,254</u>	<u>102,818</u>	<u>123,381</u>
<u>8</u>	<u>90,685</u>	<u>113,356</u>	<u>136,028</u>
<u>9</u>	<u>104,288</u>	<u>130,360</u>	<u>156,432</u>

Assistant Directors & Directors 50% Range Spread			
Grade	Minimum	Midpoint	Maximum
<u>10</u>	<u>113,500</u>	<u>141,875</u>	<u>170,250</u>
<u>11</u>	<u>133,983</u>	<u>167,479</u>	<u>200,975</u>

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APPENDIX D

{TABLE 2 OF PAY PLAN}

**TABLE 2
VILLAGE OF LINDENHURST
MANAGEMENT CLASSIFICATION PAY GRADE SYSTEM
FISCAL YEAR 2025/2026**

PAY GRADE MINIMUM MIDPOINT MAXIMUM

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Village of Lindenhurst



M1	\$78,337	\$97,371	\$116,404
M2	\$82,254	\$102,239	\$122,225
M3	\$86,366	\$107,351	\$128,336
M4	\$90,685	\$112,719	\$134,753
M5	\$95,219	\$118,355	\$141,490
M6	\$99,980	\$124,272	\$148,565
M7	\$109,177	\$135,705	\$162,232
M8	\$110,228	\$137,011	\$163,793
M9	\$115,740	\$143,861	\$171,983
M10	\$121,527	\$151,054	\$180,582
M11	\$127,603	\$158,607	\$189,611
M12	\$133,983	\$166,538	\$199,092

APPENDIX DE

[TABLE 23 OF PAY PLAN]

TABLE 3

VILLAGE OF LINDENHURST FY 2025/2026 OPERATIONS CLASSIFICATION PAY PLAN

<u>POSITION CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
NONE	01	\$35,059	\$52,096
Part-Time Records Clerk	02	\$36,812	\$54,700
Part-Time Customer Service Representative	03	\$38,652	\$57,435

Employee Handbook

Village of Lindenhurst



NONE	04	\$40,585	\$60,307
Part-Time Community Service Officer	05	\$42,614	\$63,322
NONE	06	\$44,745	\$66,489
NONE	07	\$46,983	\$69,814
Finance Clerk	08	\$49,332	\$73,304
Customer Service Representative	08	\$49,332	\$73,304
Community Service Officer	08	\$49,332	\$73,304
Records Assistant	08	\$49,332	\$73,304
Building Permit Coordinator	09	\$51,798	\$76,970
Administrative Assistant	010	\$54,388	\$80,817
NONE	011	\$57,107	\$84,858
Utilities Service Representative	012	\$59,962	\$89,101
Administrative Services Assistant	013	\$62,961	\$93,556
Finance Assistant	013	\$62,961	\$93,556
Executive Assistant	014	\$66,109	\$98,234
Management Analyst	014	\$66,109	\$98,234
Economic Development & Special Projects Coordinator	014	\$66,109	\$98,234
Deputy Village Clerk	014	\$66,109	\$98,234
NONE	015	\$72,191	\$107,272
Administrative Services Coordinator	016	\$72,885	\$108,303
NONE	017	\$76,529	\$113,718

<u>Position</u>	<u>Grade</u>
<u>Chief of Police</u>	<u>11</u>
<u>Assistant Village Administrator</u>	<u>11</u>
<u>Director of Operations (Public Works Director)</u>	<u>11</u>
<u>Police Commander</u>	<u>10</u>
<u>Superintendent of Public Works</u>	<u>10</u>
<u>Police Sergeant</u>	<u>9</u>
<u>Police Sergeant</u>	<u>9</u>

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Employee Handbook

Village of Lindenhurst



<u>Police Sergeant</u>	<u>9</u>
<u>Police Sergeant</u>	<u>9</u>
<u>Utility System Manager</u>	<u>9</u>
▲	
<u>Crew Supervisor</u>	<u>8</u>
▲	
<u>Assistant to the Village Administrator</u>	<u>7</u>
▲	
<u>Economic Development Coordinator</u>	<u>6</u>
<u>Deputy Village Clerk</u>	<u>6</u>
<u>Administrative Services Coordinator</u>	<u>6</u>
<u>No Positions in Grade</u>	<u>5</u>
▲	
<u>Management Analyst</u>	<u>4</u>
▲	
<u>Administrative Services Assistant</u>	<u>3</u>
<u>Building Permit Coordinator</u>	<u>3</u>
<u>Finance Assistant</u>	<u>3</u>
▲	
<u>Community Service Officer</u>	<u>2</u>
<u>Records Clerk</u>	<u>2</u>
▲	
<u>Customer Service Representative</u>	<u>1</u>
<u>Customer Service Representative (part-time)</u>	<u>1</u>

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APPENDIX G

[PERFORMANCE EVALUATION SYSTEM]

Section I – Introduction

The Village of Lindenhurst has implemented a performance management program, utilizing an internet-based documentation system in conjunction with on-going, consistent communication.

Providing individuals with a fair and unbiased communication of their performance on a regular basis is beneficial for both the organization and the employee. Managing performance through documentation, communication and evaluations gives the employee and supervisor the opportunity to discuss goals and expectations of each, give managers and supervisors an opportunity to give employees feedback on performance in an effort to increase employee efficiency and effectiveness in real time, and fuels employee performance throughout the year. In addition, a well-maintained performance management system is an important part of the documentation trail and forms the basis of employment decisions, including termination.

Performance Management is utilized as a multi-purpose tool to:

- Maximize employee performance through ongoing motivation, coaching and training to improve skills, abilities and job knowledge.
- Measure actual performance against expected performance.
- Provide an opportunity for the employee and the supervisor to exchange ideas and feelings about job performance, projects, and expectations.
- Identify employee training and development needs and plan for career growth.
- Identify skills and abilities for purposes of promotion.
- Provide the basis for determining compensation adjustments based on merit if applicable.
- Increase employee engagement.
- Focus on future development rather than ratings.
- Revamp goal development to focus on employees' role relevant to the organization's objectives.
- Provide legal protection against lawsuits for wrongful termination.

Regular, brief conversations are necessary in Performance Management and allow a supervisor to:

- Set expectations for the upcoming week.
- Review priorities.
- Comment on recent work.

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- Provide coaching, important new information and direction for continued success.
- Involve employees in accomplishment of organization's mission and goals.

It is important that supervisors keep in mind that the evaluation process is designed to assist the employee in attaining their highest productivity levels- we aim to fuel performance. This can best be obtained through consistent on-going communication and documentation. Regular communication and documentation is not meant as the setting for discipline or intimidation. Rather, the supervisor and employee should work together to improve performance where it is needed and recognize areas where an employee has exceeded job requirements.

The annual evaluation is just one *part* of ongoing dialogue that takes place throughout the year. Employees should see their daily actions contribute to overall organizational goals. Through conversations with leaders, employees should see opportunities for skill development and future learning.

It is the responsibility of the supervisor to provide regular, ongoing feedback to all employees on performance throughout the year. Nothing in the annual performance evaluation process should come as a surprise to the employee, as supervisors should be providing constant and regular feedback, documenting this feedback in the Paylocity.

Section II – Performance Review Process

Accomplishing the objectives of performance management involves these components:

- Regular/Weekly Coaching: consistent, meaningful discussions between manager and employees.
- Management by Objectives: Set standards and goals for future needs of employees and Village of Lindenhurst.
- Quarterly Project Status Discussions.
- Annual compensation review/wrap-up.
- HR Advisory Group/ Employee Relations Team, providing employees an alternate resource for feedback and communication.

Section III - Documentation

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Paylocity, an employee performance documentation software, will be used as an on-going documentation tool for employee performance. The online system allows supervisors to create entries on a consistent basis related to employee performance, conversations, and goals. Each year, a minimum of one performance summary meeting will be completed for each employee. These summary meetings will take place in April of each year, and are intended to be a recap of performance utilizing the entries made throughout the year. Entries in the system are reviewed on an on-going basis by the Operating Manager or his/her designee.

Supervisors are to use a performance evaluation document for formal evaluations to clearly set and manage expectations for performance and align Village vision, mission, and values to departmental and individual goals.

Managers are encouraged to follow these guidelines:

Discuss then Document: At least bi-weekly, and more often as necessary, discuss performance with each employee and then document in Paylocity. Consistent, meaningful discussions become the norm for performance checks and project updates.

Make it a Habit: Often performance is overlooked unless you make it a habit to recognize and communicate. Consistent communication diminishes the avoidance of tough conversations. Engage conversations in the moment.

Positive and Negative: Be aware of and document both positive and negative performance.

Stay Timely: Through on-going communication, performance is consistently evaluated, avoiding missed opportunities for recognition or coaching.

Manage by Objectives: Set standards and goals for future needs of employees and the Village of Lindenhurst.

Stick to the Facts: Write in a detached, clear, and professional manner.

Wrap-Up: An annual evaluation becomes the wrap-up for performance that has been communicated all year.

The idea is to generate consistent communication and regular tracking. Entries can and should be often. A good guideline in determining appropriate entries is to ask yourself: "Did it turn my head?" Performance- both favorable and adverse- that makes you take notice should be documented, in addition to progress toward goals. Assess the potential in your employees and define clear criteria for upward movement, increased responsibility and future success.

Using Paylocity, create an "incident" using a matching category. For example, an employee who is consistently tardy should have that documented under *Attendance*.

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An employee who handles a resident complaint professionally can have the incident entered under *Performance Recognition*. Suggestions for additional documentation categories should be made to assure the Paylocity is being used in the most beneficial way.

Section III –Goals

Employee development is critical to the future success of the Village. Supervisors have a responsibility to assist employees in achieving goals and identifying employee talent and career growth opportunities.

The supervisor should discuss goals and objectives for the employee. These goals should be agreed upon by the employee and supervisor and should be specific objectives geared towards enhancing the employee's job performance. Time frames should be set in which projects and goals will be completed. The supervisor should be clear about expectations and the employee's desire to pursue professional development opportunities should be discussed.

Goals should be consistently addressed in coaching sessions and status documentation made via Paylocity, payroll software.

Employee Handbook

Village of Lindenhurst



VILLAGE OF LINDENHURST EMPLOYEE EVALUATION

Review Type: Introductory 3-month 6-month Annual for 20

The performance evaluation, in conjunction with *Paylocity*, is intended to:

- Serve as a catalyst for a comfortable dialogue between the employee and supervisor, so that similar discussions naturally take place throughout the year between formal evaluations;
- To be an honest and objective feedback mechanism;
- Recognize employee contributions toward organization success through their achievements and job progress;
- Help supervisors gain a better understanding of an employee's abilities;
- Stimulate employee engagement and improve job performance;
- Assess areas where an employee needs or would like to grow, in ways that will benefit the organization; and
- Reinforce the Village's Core Principles both in how the supervisor mentors and assesses their subordinates, and in the employee's approach to fulfilling their job responsibilities.

VISION

The Village of Lindenhurst endeavors to be the friendliest and most appealing community in Lake County, Illinois; enriched by small-town values and traditions, fostering an atmosphere where citizens and businesses can thrive.

MISSION

The Village of Lindenhurst, in partnership with our community, continuously strives to provide a safe, healthy, and vibrant environment through quality customer service, public safety, progressive leadership, and financial responsibility.

Core Principles — V A L U E

Vision – Embracing innovative solutions for a better future.

Accountability – Demonstrating transparency through ethical, efficient government.

Leadership – Inspiring and expecting the best of ourselves, each other, and our community.

Unity – Connecting people through collaborative engagement.

Excellence – Striving to be our best through integrity, teamwork and exceptional customer service— nurturing a friendly, desirable place to live.

Employee Handbook

Village of Lindenhurst



SUPERVISOR/EMPLOYEE MEETING SIGN-OFF		POST-EVALUATION-MEETING REVIEW <i>(Route after Employee Comments are completed)</i>		
(1) Evaluator	(2) Employee	(3) Supervisor	(4) Department Head	(5) Village Administrator
_____ <i>(Signature)</i>	_____ <i>(Signature)</i>	_____ <i>(Initials)</i>	_____ <i>(Initials)</i>	_____ <i>(Initials)</i>
_____ <i>(Date of Meeting)</i>	_____ <i>(Date of Meeting)</i>	_____ <i>(Date)</i>	_____ <i>(Date)</i>	_____ <i>(Date)</i>

Employee Handbook

Village of Lindenhurst



CURRENT GOALS

Did your job description change significantly within the evaluation period? YES

NO

If yes, describe those changes:

Job Changes Text Here

DEPARTMENTAL GOALS:

Goal #1 Text Here

Goal #2 Text Here

Goal #3 Text Here

Goal #4 Text Here

Goal #5 Text Here

INDIVIDUAL GOALS:

Goal #1 Text Here

Goal #2 Text Here

Goal #3 Text Here

Goal #4 Text Here

General comments regarding employee's job performance based on skills and abilities, accomplishments, assessment of behavioral competencies, and achievement toward meeting expectations as outlined in the individual's job description.

General Comments Text Here

Did Not Meet Expectations

Met Expectations

Exceeded

Expectations

VALUE PRINCIPLES

Describe how the employee's everyday actions, interactions, and conversations have demonstrated (or not) the Village's Core VALUE Principles (Vision, Accountability, Leadership, Unity and Excellence).

Demonstrated Core VALUE Principles Text Here

EXPECTATIONS AND GOALS (for Upcoming Review Period)

INDIVIDUAL GOALS:

Goal #1 Text Here

Goal #2 Text Here

Goal #3 Text Here

Goal #4 Text Here

PROFESSIONAL DEVELOPMENT

Describe specific activities the employee will do in the next evaluation period for their professional development; including on-the-job training, offsite training, on-line training, projects, etc.

Training Text Here

Employee Handbook

Village of Lindenhurst



EMPLOYEE COMMENTS

Employee comments need to be returned to supervisor within 7 business days. If employee has no comments, they shall write "No comments" below. Employee may also type comments on a separate sheet, and attach it to this evaluation.

Employee Handbook

Village of Lindenhurst



Exhibit A
(Employee Handbook to Follow)



February 23, 2026

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: E. Approval: Authorization to Adopt a MissionSquare Governmental 401(a) Money Purchase Plan

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: Please review transmittal.

Within Budget: Yes No

Suggested Motion: **Authorize the Village Administrator to execute a governmental money purchase plan (401a) agreement with MissionSquare Retirement.**

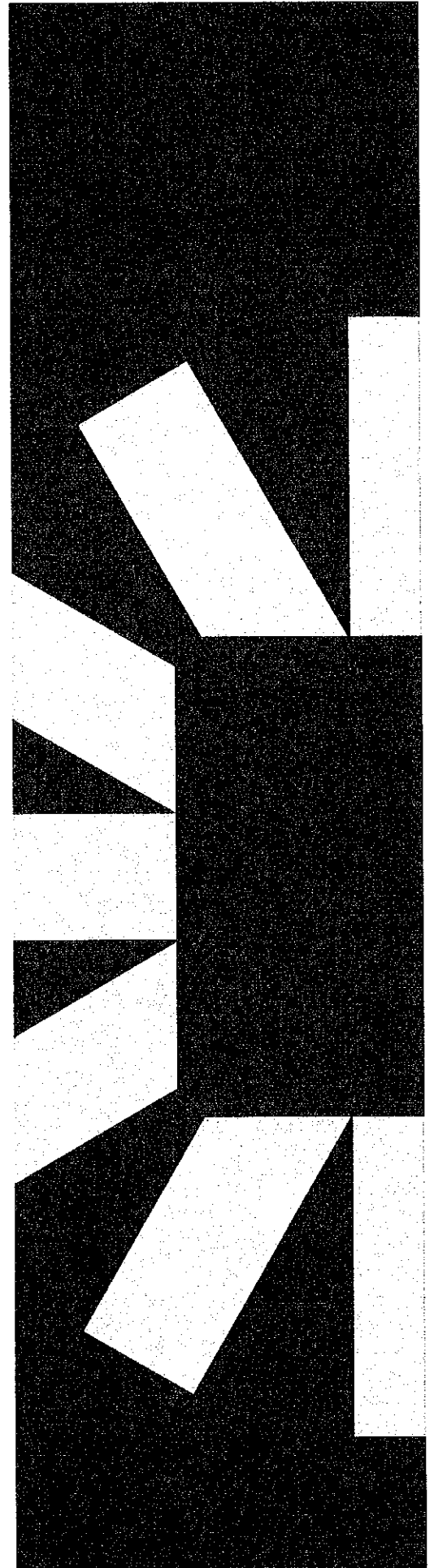
Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10-_____

The Employer hereby establishes a Money Purchase Plan to be known as:
Village of Lindenhurst Lateral Police Officer 401(a)

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: Village of Lindenhurst

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note: provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

January 1 - December 31 **(Default)**

The 12-month period ending: _____

Month

Day

IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non-union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) FT Sworn Officers Ineligible for Downstate Pen.

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation
- N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (***“N/A” is the default provision under the Plan if no selection is made.***)
- Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)
The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.
3. Minimum Age (Select One) - A minimum age requirement is hereby specified for eligibility to participate.
- Yes. Age _____ (not to exceed age 21.)
- N/A – No minimum age applies (***“N/A” is the default provision under the Plan if no selection is made.***)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions.
(If Option B is chosen, please complete section C.)

- A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

- are required are not required

to be eligible for this Employer Contribution.

- B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

- Yes No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

- Yes No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$_____, or

iii. a whole percentage of Earnings between the range of 1%-20% (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guide-lines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No

("Yes" is the default provision under the Plan if no selection is made.)

C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

Fixed Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹ Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$_____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____ % of Earnings, whichever is more or less

- Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$_____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$_____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$_____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____ % of Earnings, whichever is more or less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

Yes No (**"No" is the default provision under the Plan if no selection is made.**)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in: _____
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly Biweekly Monthly Annually in: _____
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

- Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100 _____%
One	_____%
Two	_____%
Three	_____%
Four	_____%
Five	_____%
Six	_____%
Seven	_____%
Eight	_____%
Nine	_____%
Ten	_____%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - Normal Retirement Age
 - Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
 - Alternate age (after Normal Retirement Age): _____
 - Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - Yes
 - No (**"Yes" is the default provision under the Plan if no selection is made.**)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - Yes
 - No (**"No" is the default provision under the Plan if no selection is made.**)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (**"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.**)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

All pay due at termination in accordance with CBA active at the time of employee's termination.

- 1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant 0 % of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of Final Pay to be contributed) or up to _____ % (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
 - B. Accrued unpaid sick leave
 - C. Accrued unpaid vacation and sick leave
 - D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):
-

- 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours days weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____ % (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____ % (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: _____

Title: _____

Attest: _____

Date: ____/____/____.
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303

What's the Difference?

401(a) Profit-Sharing Plans vs. 457(b) Deferred Compensation Plans

	401(a) Profit-Sharing Plans	457(b) Deferred Compensation Plans
Eligibility		
Employee Eligibility	Eligible employees are specified by the employer in the plan's adoption agreement.	Any employee and any independent contractor who has been designated by the employer as eligible on the Optional Provisions Election Form.
Contributions		
Contribution Limits	Visit www.missionsq.org/contributionlimits to view current annual maximum contribution amounts.	
Employer Contributions	Your employer can contribute to the plan and may require that you contribute also.	Voluntary. Typically funded solely by employee contributions.
FICA Taxes	Employer contributions are not subject to FICA taxes.	Employer and employee contributions are subject to FICA taxes.
Tax Treatment	<p>Contributions picked up by the employer are made on a pretax basis and reduce participants' taxable income for the year. Employers elect whether or not:</p> <ul style="list-style-type: none"> ▪ Employee contributions are mandatory. ▪ Employees can make a one-time irrevocable decision to contribute a certain percentage. ▪ Discretionary employer contributions can be made. <p>Voluntary after-tax contributions may be allowed by the employer and are reported as income.</p>	<p>Pretax contributions reduce participants' taxable income for the year.</p> <p>Roth contributions may be allowed by the employer and are made on an after-tax basis, reported as income.</p>
Employee Contribution Flexibility	Elections relating to contributions that are picked up (i.e., contributed pretax) are irrevocable and cannot be changed.	Contribution amount can be changed as circumstances change. Employees can stop contributing if needed.

(continued)

2 | What's the Difference? 401(a) Profit-Sharing Plans vs. 457(b) Deferred Compensation Plans

	401(a) Profit-Sharing Plans	457(b) Deferred Compensation Plans
Withdrawals		
Withdrawal Eligibility	<p>Allowed upon separation from service.</p> <p>The following in-service withdrawals may apply:</p> <ul style="list-style-type: none"> ▪ After age 59 ½ or 70 ½. ▪ Voluntary after-tax contributions (if elected by the employer). ▪ Roll-in assets (if elected by the employer). 	<p>Allowed upon separation from service, without restriction.</p> <p>The following in-service withdrawals may apply (as elected by employer):</p> <ul style="list-style-type: none"> ▪ Emergency. ▪ After age 59 ½ or 70 ½. ▪ Roll-in assets (if elected by the employer).
Taxation of Withdrawals	<p>Withdrawals of pretax amounts are subject to federal and, in most cases, state income taxes. After-tax and Roth contribution amounts are withdrawn tax-free.</p> <p>Earnings associated with Roth contributions are also withdrawn tax-free if:</p> <ol style="list-style-type: none"> 1. Five years have passed since January 1 of the year of your first Roth contribution. 2. You're at least 59 ½ years old (or disabled or deceased). 	
10% Early Withdrawal Penalty Tax¹	<p>Withdrawals prior to age 59 ½ are subject to a 10% early withdrawal penalty tax unless an exception applies.</p>	<p>457(b) plan contributions and associated earnings are not subject to an early withdrawal penalty tax. However, the penalty may apply to non-457(b) plan assets rolled into a 457(b) plan and subsequently withdrawn prior to age 59 ½ unless an exception applies.</p>
Required Minimum Distributions (RMDs)	<p>Applies after age 73² or separation from service, whichever is later. RMD calculations exclude Roth assets. Participants can keep Roth assets in the plan indefinitely.</p>	
Loans	<p>If permitted by your employer, you may be eligible to take loans from your account.</p>	
Roll-ins		
Roll-Ins/Roll-Outs	<p>You can roll in assets from plans such as 401(a), 401(k), 457(b), 403(b), and traditional IRAs. After you leave employment, you can request a roll-in to those plan types and/or a Roth IRA. Typically, you can also leave the money in your account until after you reach age 73, when you must begin taking annual withdrawals. Note: Roth assets in a 457(b) plan can only be rolled into a Roth IRA or a retirement plan with a Roth deferral feature (i.e., 457(b)/401(k) plan).</p>	
Purchase of Service Credits	<p>Permitted</p>	<p>Permitted, other than Roth assets.</p>

¹See the MissionSquare Retirement [Special Tax Notice Regarding Plan Payments](#) or the IRS Instructions for Form 5329 for more information about the IRS 10% early withdrawal penalty tax. This information is for educational purposes only. MissionSquare does not provide tax or legal advice.

²Age 70 ½ (if you were born before July 1, 1949), age 72 (if you were born after June 30, 1949, and before January 1, 1951), or age 73 (if you were born after December 31, 1950).



February 23, 2026

Village Board Meeting Agenda Item Cover Sheet

Agenda Item: F. 2026-2-2330: Emergency Siren Repair – JS Communication Technologies – \$8,565

Alignment with Strategic Plan:

- C** Community Branding & Engagement
- G** Responsible Growth & Development
- F** Future Ready Operations
- I** Capital Infrastructure Planning & Improvements
- B** Business Recruitment & Retention
- U** Operational/Unaffiliated

Budgetary Impact: \$8,565 to Community Capital

Within Budget: Yes No
Expense was unanticipated, but can be assigned to contingency

Suggested Motion: **Authorize the Village Administrator to execute a proposal from JS Communications Technologies for siren repairs at a cost not to exceed \$8,565.**

Voting Record:

- | | | | |
|--------------------------|-------------------|--------------------------|-----------------|
| <input type="checkbox"/> | Trustee Chybowski | <input type="checkbox"/> | Trustee Rosten |
| <input type="checkbox"/> | Trustee Dickson | <input type="checkbox"/> | Trustee Suchy |
| <input type="checkbox"/> | Trustee Dunham | <input type="checkbox"/> | Mayor Marturano |
| <input type="checkbox"/> | Trustee Grace | | |

COMMUNICATIONS TECHNOLOGIES LLC

22600 W. Ridge Dr. Antioch, IL 60002

Phone: 224-788-8046

Fax: 224-220-3223

Sgt. Eric Gugel
Lindenhurst Police Dept.
2300 E. Grand Ave.
Lindenhurst, IL 60046

September 26, 2025

QUOTE: 20250926-1

Sgt. Gugel,

This is my quote for the repairs, as stated, for two of your Whelen outdoor warning sirens.

Highpoint:

4	Whelen 400-watt speaker/driver @ \$1385.00 each.	\$5540.00
2.5	Labor @ \$185.00/hour.	\$462.50
1	55' manlift rental.	<u>\$550.00</u>

TOTAL: \$6552.50

Water treatment plant:

1	Whelen 400-watt speaker/driver.	\$1385.00
1	Factory repair of Whelen 400-watt WPS amplifier.	\$390.00
1.5	Labor @ \$185.00/hour.	<u>\$277.50</u>

TOTAL: \$2012.50

Quoted pricing includes shipping to/from Whelen Engineering. Both repairs, if authorized, must be completed on the same day to avoid additional lift rental charges.

Please let me know if you have any questions.

Best regards,
Jeffrey Smouse

This quote may be subject to sales tax. Quotation is valid for sixty (60) days with the exception of cost increases from the manufacturers.

20% Restocking fee on any item returned or canceled.

Quoted price may vary from shipment price due to surcharge being applied to price of product at the time of shipment.

Special terms may apply.