



Village of Hampton, Illinois

Clerk's Office: 901 4th Street, Hampton, Illinois 61256

Meeting location

Village Hall, 520 1st Avenue, Hampton, IL 61256

AGENDA

Monday, February 23, 2026; 6:30 PM

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Approval of the Meeting Minutes of February 9, 2026.
5. Approval and Authorization for Payment of Bills.
6. Visitors who wish to address the board (3-minute time limit).
7. Consideration and Approval of the FY 2024 Audit presented by Lauterbach and Amen.
8. Discussion from John Crampton regarding property along 84.
9. Consideration and Approval of the quote from CertaSite for repair of equipment.
10. Consideration and Approval of the quotes for the electric service to the sign.
11. Approval of the change to the Employee Policy regarding bereavement.

NEW BUSINESS and Committee Reports.

- | | |
|--|---------------------|
| a. Streets and Alleys. | Trustee Culver |
| b. Public Safety. | Trustee Johnson |
| 1. Sheriff's Report. | Sheriff Department |
| 2. Fire Rescue Chief Report. | Chief Manion |
| c. Finance. | Trustee Adams |
| d. Administration, Insurance and Code Enforcement. | Trustee Klouser |
| e. Public Works. | Trustee White |
| 1. Supervisor Report. | Director Toalson |
| f. Parks and Heritage Center. | Trustee Gonzalez |
| g. Village Clerk | Clerk Bergeson |
| h. Deputy Clerk | Clerk Coberley |
| 12. President's Report and Comments. | President Bornhoeft |
| 13. Closed Session | |



VILLAGE OF HAMPTON, ROCK ISLAND COUNTY, ILLINOIS

MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF HAMPTON, ILLINOIS
February 9, 2026, AT 6:30 PM

BE IT REMEMBERED THAT THERE CAME AND WAS HELD A
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF HAMPTON, ILLINOIS AT THE VILLAGE HALL:

Members present:

President Christopher Bornhoeft
Trustee Ryan Gonzalez
Trustee Steffanie Adams
Trustee LuAnn Culver
Trustee Michael Klouser
Trustee Mark White
Fire Chief Dan Manion
Clerk Michelle Bergeson
Deputy Clerk Julie Coberley
Public Works Director Eric Toalson

Members absent:

Trustee Marty Johnson

President Christopher Bornhoeft called the meeting to order at 6:30 PM. Clerk Coberley called the roll noting a quorum was present. The Pledge of Allegiance was recited. Meeting was held at the Village Hall.

Approval of the Meeting Minutes of January 26, 2026. Motion to approve the minutes made by Trustee White seconded by Trustee Culver. Motion approved by voice vote. Adams abstain. Johnson absent.

Approval and Authorization for Payment of Bills. Motion to approve payment of bills made by Trustee Adams, seconded by Trustee Gonzalez. Motion approved by roll call vote as follows: White, Klouser, Culver, Gonzalez, and Adams: "Aye". Johnson absent. Motion carried.

Visitors who wish to address the Board (3-minute time limit). No visitors were present.

Consideration and Approval of the quote from CertaSite for repair of equipment. Motion by Trustee Adams, seconded by Trustee Klouser to table the matter until Trustee Gonzalez has spoke with CertaSite regarding the repair. Motion approved by unanimous voice vote. Johnson absent. Motion carried.

Consideration and Approval of AN ORDINANCE OF THE VILLAGE OF HAMPTON, ROCK ISLAND COUNTY, ILLINOIS, AMENDING CHAPTER 46 ZONING; ARTICLE 46.12 DISTRICTS; 070 ACCESSORY BUILDINGS; WITHIN THE VILLAGE OF HAMPTON, ROCK ISLAND COUNTY, ILLINOIS. Motion to discuss made by Trustee Klouser seconded by Trustee White. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of the Capital Asset Policy. Motion to approve by Trustee Adams, seconded by Trustee Gonzalez. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of the Fund Balance Policy. Motion to approve by Trustee Klouser, seconded by Trustee Adams. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Discussion, Consideration and Approval regarding old outstanding utility balances and deposits per accountant. Per the accountant and auditors they have a list of outstanding balances that they would like to see cleaned up. Motion made by Trustee Adams, seconded by Trustee Klouser. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of the wages for part-time employees. Director Toalson does not have another full time employee, he would like to discuss salary for part-time employees for mowing and snow plowing. Motion to approve \$22 hourly for snow plowing and keep current part-time wage for mowing by Trustee Gonzalez, seconded by Trustee Adams. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of benches and picnic tables for the park. Director Toalson would like to have the quote approved to replace 3 picnic tables and 3 benches in the village. Motion to approve by Trustee Adams, seconded by Trustee Gonzalez. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval for the maintenance renewal from Neptune. Director Toalson presented the board with the annual software agreement with Neptune. Motion to approve the agreement by Trustee White, seconded by Trustee Adams. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of the quote from Bound Tree Medical in the amount of \$918.30 for supplies at the Fire Station. Chief Manion would like to purchase medical supplies for the fire station. Motion to approve by Trustee White seconded by Trustee Klouser. Roll Call vote as follows: White, Klouser, Culver, Gonzalez and Adams: "Aye". Johnson absent. Motion carried.

Consideration and Approval of a Hydraulic kit for the rescue boat. Chief Manion would like to purchase a kit for the rescue boat. Motion to approve by Trustee Adams, seconded by Trustee Klouser.

Discussion regarding Job Descriptions. The board discussed having the job descriptions more formalized along with changes concerning part-time employees in the employee policy.

Discussion regarding Budget FY2026-2027. The accountant would like to work with the department heads before presenting the budget to the board.

NEW BUSINESS:

Streets and Alleys: Trustee Culver thanked Eric for fixing the hydrant.

Public Safety: Trustee Johnson absent.

Sheriff: Deputy Stropes will be our contact for second shift.

Fire Rescue Chief Report: Chief Manion reported that the engine would come back to the village until the sale.

Finance: Trustee Adams nothing to report.

Administration, Insurance, and Code Enforcement: Trustee Klouser would like a letter sent regarding junk.

Public Works: Trustee White had nothing to report.

Public Works Director: Director Toalson spoke with Verizon regarding welding on our water tower.

Parks and Heritage Center: Trustee Gonzalez attended the bridal fair, the center showed interest. Hampton Days was successfully moved.

Village Clerk: Clerk Bergeson reported that the 2023-24 audit will be presented next meeting. Also wanted to thank Chief Manion for his commitment and hard work. Chief Manion is a great addition.

Deputy Clerk: Deputy Clerk Coberley is working on the document destruction, she went through the write off list and tried to contact those residents, she also still needs contact information.

President's Reports and Comments: President Bornhoeft would like Director Toalson to get bids for electrical service for the sign. He also attended the bridal show and was impressed at the number of people that have attended an event at our Heritage Center. President Bornhoeft also attended the Contractor Award ceremony and felt it was a great opportunity to do networking and meet local contractors.

Being no further business, motion to adjourn by Trustee Adams, seconded by Trustee White. Meeting adjourned at 8:06pm.

VILLAGE OF HAMPTON

Michelle J. Bergeson
Clerk



Village of Hampton
 901 4th Street - PO Box 77 - Hampton, IL 61256
 Outgoing Payments - Simple List - where status = 'o' order by payment_date asc

*All Outstanding

Paid From	Payment ID	Payment Date	Type	Payee	Amount	Status	Cleared Date	Cleared Amount
001-000-1100	80000556	02/23/2026	A	DELTA DENTAL	\$150.55	O	n/s	n/s
001-000-1100	38337	02/23/2026	A	ICAN	\$500.00	O	n/s	n/s
001-000-1100	38344	02/23/2026	A	PLATINUM SMART	\$212.26	O	n/s	n/s
001-000-1100	38339	02/23/2026	A	KENNEY'S PEST CONTROL INC	\$254.00	O	n/s	n/s
001-000-1100	80000555	02/23/2026	A	BLUE CROSS BLUE SHIELD	\$2,091.26	O	n/s	n/s
001-000-1100	38341	02/23/2026	A	P&K MIDWEST	\$59.23	O	n/s	n/s
001-000-1100	38338	02/23/2026	A	Jennifer Fisher	\$500.00	O	n/s	n/s
001-000-1100	38335	02/23/2026	A	CONRAD DISPOSAL SERVICE LLC	\$9,240.00	O	n/s	n/s
001-000-1100	38336	02/23/2026	A	GENESECO COMMUNICATIONS	\$184.95	O	n/s	n/s
001-000-1100	80000557	02/23/2026	A	MEDIACOM	\$229.95	O	n/s	n/s
001-000-1100	80000558	02/23/2026	A	VISA CREDIT CARD	\$3,562.52	O	n/s	n/s
001-000-1100	38345	02/23/2026	A	SJ SMITH CO.	\$12.09	O	n/s	n/s
001-000-1100	38346	02/23/2026	A	ULINE	\$5,297.49	O	n/s	n/s
001-000-1100	38343	02/23/2026	A	PLATINUM INFO	\$1,568.34	O	n/s	n/s
001-000-1100	38334	02/23/2026	A	BOUND TREE MEDICAL LLC	\$918.30	O	n/s	n/s
001-000-1100	38340	02/23/2026	A	MENARDS - MOLINE IL	\$150.85	O	n/s	n/s
001-000-1100	38342	02/23/2026	A	PACE ANALYTICAL	\$115.00	O	n/s	n/s

Amount of Payments: \$25,046.79
Amount of Cleared: \$0.00
Number of Payments: 17



Village of Hampton
 901 4th Street - PO Box 77 - Hampton, IL 61256
 AP Invoices - Invoice List V4 -

Unregistered Invoices - G/L Source: A/P - Tentative G/L Register: 143 Batch 3 Tentative G/L Date: null

Vendor	G/L Description	Invoice	Description	Amount
GRACE MARINE - LECLAIRE IA 52753			C/YTD 2026 Payments: \$0.00	
001-570 GENERAL FUND FIRE				
001-570-5131	MAINTENANCE RESCUE BOAT	30031	Hydraulic Steering	2,552.88
GRACE MARINE Totals:				2,552.88
Grand Total:				2,552.88



Village of Hampton
 901 4th Street - PO Box 77 - Hampton, IL 61256
 AP Invoices - Invoice List V4 -

Vendor	CY 2026 Invoices	CY 2026 Payments	FY 2026 Invoices	FY 2026 Payments
406	(0) 0.00	(0) 0.00	(0) 0.00	(0) 0.00

Totals	Account	Amount
Total Invoices: 1	001-570-5131 MAINTENANCE RESCUE	\$2,552.88
Total Transactions: 1	BOAT	\$2,552.88
Total Vendors: 1	Vendor	Amount
Total Amount: \$2,552.88	406	\$2,552.88
		\$2,552.88

Michelle Reyes

From: Emma O'Neil <servicetrade-noreply+Cb9@servicetrade.com>
Sent: Sunday, February 15, 2026 1:12 AM
To: Michelle Reyes
Subject: Reminder: Hampton Heritage Center - Fire Alarm System Repair ready for approval



CertaSite Sent You a Quote

CertaSite submitted a quote for **Hampton Heritage Center** for your review and approval. [Click here to view details, approve, or request changes to the quote.](#)

We are pleased to offer a quotation to provide the necessary equipment and services for a repair of the above referenced location.

Material Cost Escalation & Tariff Adjustment Clause

CertaSite is committed to providing fair and transparent pricing. However, due to ongoing market volatility and the potential for tariff changes or other supplier-driven cost increases, all quoted prices are subject to adjustment.

If there is an increase in the cost of materials, equipment, or parts due to tariffs, supply chain disruptions, or manufacturer pricing changes prior to procurement, CertaSite reserves the right to issue a Change Order to the original quote reflecting the updated costs. Customers will be notified in writing of any such adjustments and provided with full documentation supporting the changes. No work will proceed without the customer's acknowledgment and approval of the revised pricing.

To minimize the risk of cost increases, customers are encouraged to approve quotes promptly. Delays in approval may result in higher material or equipment costs that will be passed through accordingly.

Don't delay—approve your quote today to lock in pricing and avoid potential cost increases.

Exclusions:

SCOPE OF WORK

Fire Alarm System Repair

Quote: Hampton Heritage Center - Fire Alarm System Repair

Valid Until: 2/18/2026

Prepared By: Emma O'Neil

Address: 251 South State Avenue, Hampton, IL 61256

[View and Respond to Quote](#)

If you have any questions or concerns about this quote or you have received this email in error, please contact Emma O'Neil at eoNeil@certasitepro.com.

Thank you!

CertaSite
(563) 286-1798
738 40th Avenue
Bettendorf, IA 52722

Powered by **SERVICE TRADE**



5753 Poppy Garden Road
 Colona, IL 61241
 Office: 309.949.3000
 Fax: 309.949.3020
 www.rockriverelectric.com

February 13, 2026

Village of Hampton
 500 State Ave.
 Hampton IL

RE: Sign Power Feed

Rock River Electric, Inc. is pleased to present to you a quote for the following scope of work to be performed at your facility:

- Provide labor to trench from pump house to new sign location approx. 170 foot and backfill
- Provide trencher to dig trench
- Provide and install (1) 2 pole 20-amp 240-volt breaker to run new sign
- Provide and install (1) 8 space panel next to 100-amp breaker enclosure in pump house
- Provide and install (2) PVC expansion fittings in PVC conduit run
- Provide and install surface mount PVC conduit on the inside of pump house to new pane
- Provide and install wire from main breaker to panel using the tap rule to feed panel
- Provide and install #10 copper in PVC conduit from panel to sign for voltage drop and make terminations

Total Estimated Cost: \$4,481.00

1. Price excludes tax
2. Price excludes permit
3. Price based on work being performed during regular business hours
4. Price excludes private party locates and any unforeseen ground conditions

We appreciate the opportunity to earn your business. Upon your approval, please sign this document and return a copy to my attention. If you have any questions regarding the above listed scope of work, please do not hesitate to contact me at your convenience.

Thank you,

Grant DeSmith
 Service Manager
 Rock River Electric, Inc.
 Cell:309.948.3715
 Email: grant@rockriverelectric.com

Approval Signature: _____ Date: _____

Title: _____ P.O. #: _____

Estimate is based on the daily market rate for commodities such as copper, aluminum, steel and PVC. Rock River Electric (RRE) reserves the right to adjust this estimate to reflect fluctuations in market rates, as well as any applicable tariffs, duties, or surcharges, as of the date the Purchase Order is received. RRE regularly reviews pricing fluctuations, and if material costs—including tariffs—increase, the estimate will be adjusted accordingly. Any such changes will be communicated to the client at least five (5) business days before RRE begins work on the project, if applicable.



Blackhawk Electric & Generators Inc.

1504 17th Street | East Moline, Illinois 61244
(309)797-6000 | Brian@Blackhawkelectric.com |
www.blackhawkelectric.com

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Payments due upon receipt. Payments not received within 10 days of statement date will be considered late. Customer will be responsible for interest on the unpaid debt at a rate of 1.5% per month. Customer will also incur all collection cost including reasonable attorney fees.



Electrical Estimate

Company

Crawford Co
1306 Mill St
Rock Island, IL 61201
P: (309)788-4573 Ext 244 C: (309)236-4373

Estimate Date: 1/23/2026
Estimate Number: P18201

Bill To Identity

Village of Hampton
903 4th St.
PO Box 77
Hampton, IL 61256

Project Location

Village of Hampton
500 State Ave
Hampton, IL 61256

LED Sign-Electrical

Our Estimate: \$4,964.00

Our Estimate includes Labor and Material to complete the following:

- Trench approximately 160' from the Pump House to the location of the new LED sign.
- Install approximately 160' of 3/4" schedule 40 PVC in the trench.
- Back fill trench.
- Install one 8-space 16-circuit service panel next to 100 Amp main breaker panel in the pump house.
- Pull conductors through conduit.
- Terminate conductors at service panel and at the new sign.

Our proposal excludes:

- Anything unusual or unforeseen.
- Any work not included in scope.

Warranty:

- Our warranty on work performed is thirty (30) days, parts and labor.

Terms of payment:

- Thirty (30) days upon completion of the project. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Payment of the proposal price, plus additional work performed, shall be due upon completion of the job, unless a different payment schedule is specified in writing on this form. All amounts unpaid after completion of the job, or as assembled by any different pay schedule, shall be charged at an annual interest rate of 18% and be in addition to the proposal price. Should it become necessary for Crawford Company to retain an attorney or collection agency to collect any payment after it becomes due, owner agrees to pay all costs of collection including reasonable attorney fees or collection agency fees. This agreement shall be governed by the law of the State of Illinois without regard to principles of



conflicts of laws. The parties agree that the sole and exclusive jurisdiction and venue for any dispute arising out of or in any way related to this Contract shall be Rock Island County, the United States District Court for the Central District of Illinois Rock Island Division, and Purchaser agrees to consent to personal jurisdiction in the State of Illinois.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

<<Mike Ellison>>

Signature (Authorized Representative)

<<Mike Ellison>>

Name (Print/ Type)

<<309-236-4373>>

Phone

1/23/2026 P18201

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#



VILLAGE OF HAMPTON PERSONNEL POLICY MANUAL

ADOPTED: APRIL 3, 2023
REVISED: JULY 28, 2025
REVISED: FEBRUARY 23, 2026

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Section 1 – Introduction

1.1 WELCOME

Welcome and congratulations on your decision to join **Village of Hampton**. We are happy to have you on our team. This **Village of Hampton** Personnel Policy Manual (Manual) has been developed to provide you with a general overview of some of the rules, policies and expectations governing your employment.

You are required to read and familiarize yourself with the contents of this Manual and follow the policies contained herein. We strongly urge you to keep it in a safe and convenient place. Should you have any questions or concerns regarding your employment, whether addressed in this Manual or not, you should raise them with your supervisor and/or the appropriate member of management.

Except as provided by law, **Village of Hampton** reserves the right to amend, supplement, interpret, or rescind any of the policies, rules, or benefits contained in this Manual at any time at its sole discretion with or without notice. This Manual supersedes and replaces all other previously-issued Manuals. You are required to sign the attached acknowledgment form to certify that that you have read, understood and agree to the contents of this Manual.

We look forward to working with you and hope that you find your employment to be both enjoyable and rewarding.

1.2 PURPOSE AND APPLICABILITY

This Manual is only intended to provide you with a general overview of some of the policies, rules and benefits governing your employment. This Manual is not an exhaustive list of every workplace policy, rule, or benefit for every circumstance or context. Individual departments may have their own rules, policies and benefits.

This Manual is not a substitute for the terms of any applicable medical, pension or other benefit plan. If there is a conflict between this Manual and the terms of such a benefit plan, the terms of the benefit plan will generally prevail.

If your employment is governed by a collective bargaining agreement or individual employment contract, the policies, rules, and benefits contained in the collective bargaining agreement or individual employment contract will apply in the event that they conflict with the rules, policies, and benefits contained in this Manual. To the extent anything in this Manual conflicts with applicable law, the law will prevail.

Nothing in this Manual creates (or should be construed as creating) an employment contract, a binding agreement, an agreement to continue employment, or any other obligation on the part of the Village of Hampton, nor does it alter an employee’s “at-will” employment status.

1.3 EMPLOYMENT-AT-WILL

Unless otherwise provided by law, a collective bargaining agreement, or an individual employment contract, your employment is on an at-will basis. That means that either you or **Village of Hampton** may terminate the employment relationship at any time for any lawful reason with or without cause or notice. Nothing in this Manual creates (or should be construed as creating) anything other than an employment-at-will relationship.

1.4 RETURN TO WORK POLICY

The Village of Hampton is committed to providing a safe work environment for its employees. It is the intention of the Village of Hampton to provide employees who have sustained work-related injuries with the opportunity to return to or remain on the municipality's payroll during periods of partial incapacity resulting from these injuries. Every effort will be made to ensure that employees receive quality medical care and are returned to the work environment as soon as they are physically able.

Employees who may work in a limited capacity, but who are temporarily not capable of performing the full scope of their regular job duties, may receive a temporary job assignment through the Village of Hampton's Return-To-Work Program.

Job Assignments will be based on specific medical restrictions provided by licensed physicians. If work is available for the injured employee and the physical requirements of such work do not violate any medical restrictions, the employee will be required to perform the alternate job assignment.

The Village of Hampton's Return-To-Work Program will be coordinated by the Village Clerk. The Clerk may be reached at 309-755-7165 or by email at mreyes@hamptonil.org. The Village Clerk is responsible for ensuring that the Village of Hampton's Return-to-Work Program is being fully utilized and followed.

Every effort will be made to ensure that an injured employee has received quality medical care and is returned to the work environment as soon as they are physically able. Employees may use the physician or hospital of their choosing. Employees must provide copies of all documentation from the medical facility to the Village Clerk.

Section 2 – General Employment Practices

2.1 EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Village of Hampton is an Equal Employment Opportunity employer and does not unlawfully discriminate in employment opportunities or practices on the basis of race, color, creed, religion, sex, gender, ancestry, national origin, alienage, citizenship status, marital status, sexual orientation, medical condition, pregnancy, disability status, gender identity or expression, protected veteran status, or any other characteristic protected by federal, state, or local law. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, and transfers.

2.2 DISCRIMINATION REPORT PROCEDURE

If you believe unlawful discrimination has occurred, you should take the following steps:

An employee who observes discrimination or believes themselves to be the object of discrimination should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to the offending employee, and their immediate supervisor. It is not necessary for discrimination to be directed at the person making the report.

Any employee may report conduct which is believed to be discrimination to **Village of Hampton** through the following processes and procedures:

- **Direct Communication** – If there is discriminating behavior in the workplace, the employee suffering the discrimination should directly and clearly express their objection, indicate that the conduct is unwelcome, and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- **Contact with Supervisory Personnel** – At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the employee making the report, the employee's department head, or other appropriate officer. A report by an employee should be made to the employee's immediate supervisor, except in circumstances when the immediate supervisor is the offending individual or the employee reasonably determines, based on the circumstances that the report should be made to another supervisor or officer. Reports may be made either orally or in writing, but oral reports should be reduced to writing before an investigation is initiated. The report should include a detailed description of the incident(s), the name of the person accused of the discrimination, the date(s) on which the incident(s) occurred, and the signature of the individual making the report. Reports should be made promptly after a suspected violation has occurred. Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including but not limited to written records such as letters, notes, memos, photos, videos, audio files, and telephone messages.
 - After a report has been reduced to writing, a member of management (or a third party when appropriate) will, within a reasonable amount of time, investigate the allegations by the reporting employee. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
 - Upon completion of the investigation, the reporting employee shall be advised of the results of the investigation and the proposed resolution of the report. Appropriate disciplinary action will be taken against an offending employee.

- Individuals who submit a written report of discrimination should maintain any relevant notes and documentation. **Village of Hampton** shall maintain records of reports and investigation materials for at least two years after the date of resolution of the report unless the circumstances are such that the records should be kept for a longer period of time.
- Reasonable efforts shall be made to keep reports of discrimination confidential. In the event of a legal claim, records relating to reports of discrimination and other legal violations may not be considered privileged from disclosure.

Employees experiencing perceived discrimination must not assume that the **Village of Hampton** is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or officer, the **Village of Hampton** will not be presumed to have knowledge of the discrimination. All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the Village's attention. However, because of the serious implications of discrimination charges, the difficulties associated with their investigation, and the questions of credibility involved, a reporting employee's willing cooperation is a vital component to any investigation.

Employees or applicants will not be subjected to unlawful retaliation for complaining or reporting of suspected discrimination or other legal violations or participating in a related investigation. If you believe you are being retaliated against, you should register a written complaint in accordance with this policy.

2.3 PROTECTIONS AGAINST UNLAWFUL RETALIATION

The Illinois Public Officer Prohibited Activities Act (50 ILCS 105/4.1) (Prohibited Activities Act) prohibits all municipalities and their agents, representatives, and employees from retaliating against an employee or contractor who: (a) reports an improper government action; (b) cooperates with an investigation by an auditing official related to a report on improper governmental action; or, (c) testifies in a proceeding or prosecution arising out of an improper governmental action.

An employee or contractor desiring to exercise their rights under the Prohibited Activities Act upon suffering applicable retaliation must make a written report of the improper governmental action and provide it to the **Village of Hampton** auditing official, within 60 days of gaining knowledge of the retaliatory action at issue. If the auditing official is the individual the employee believes is committing the improper governmental action, the employee's report may be submitted to the Rock Island State's Attorney. To the extent allowed by law, the identity of an employee reporting information shall be kept confidential unless the reporting employee waives such confidentiality in writing.

If the auditing official concludes that an improper governmental action has taken place or concludes that the municipality or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify, in writing, the chief executive of

the municipality and any other individual or entity the auditing official deems necessary in the circumstances. Employees subjected to adverse actions for reporting improper governmental actions shall be eligible for the remedies provided in Section 4.1(f) of the Prohibited Activities Act.

Every employee shall be provided with a written summary or a complete copy of Section 4.1 of the Prohibited Activities Act upon commencement of employment and at least once each year of employment, along with a copy of the written processes and procedures for reporting improper governmental actions from the **Village of Hampton** auditing official.

2.4 EMPLOYMENT AUTHORIZATION VERIFICATION

Every employee is required to be legally authorized to work in the United States. Accordingly, all employees must complete the federal Employment Eligibility Verification Form (I-9) within three days of being hired. Employees who fail to complete this form during the first three days of their employment will be terminated. If you are a current employee and have not complied with this requirement, or if your legal authorization to work has changed, you must immediately notify your supervisor and/or an appropriate member of management.

All Fire Department Personnel, regardless of volunteer status or regular employee status, and the Village Clerk will be required to submit to, and pass, a background check prior to employment. In the event the employee is a current employee at the time this policy becomes effective, the employee shall submit to a background check within thirty (30) days of this policy going into effect.

2.5 PRE-EMPLOYMENT DRUG TESTING AND MEDICAL EXAMS

All candidates who have accepted an offer of employment with **Village of Hampton** must be able to perform the essential functions of the position under consideration with or without reasonable accommodation. Prior to being given an offer of employment, candidates may be required to successfully complete a drug test for the current use of illegal drugs. If a candidate refuses to submit to a requested pre-offer drug test for the current use of illegal drugs, that individual will be disqualified from employment.

Once an offer of employment has been made and accepted, candidates may be required to answer disability-related questions and/or submit to a medical examination, which may include testing for the use of legal drugs. Post job-offer pre-employment medical examinations are given to evaluate the ability of an individual to perform the essential functions of a position with or without reasonable accommodation. If a candidate does not demonstrate an ability to perform the essential functions of the position under consideration with or without a reasonable accommodation, the offer of employment may be rescinded.

2.6 EMPLOYMENT CLASSIFICATIONS

Employees shall be categorized into one or more of the classifications listed below for purposes of determining their eligibility for overtime pay and certain benefits. Any questions or concerns regarding your classification should be directed to your supervisor and/or an appropriate member of management.

Full-Time Employees – Full-time employees are those who are regularly scheduled to work at least 35 hours per week, including vacation time and sick leave, and are not expected to be seasonal and are required to record the hours they work, which must be verified and signed by their supervisor in order to be paid for the pay period

Part-Time Employees – Part-time employees are those who are regularly scheduled to work fewer than 30 hours per week and are not expected to be seasonal and are required to record the hours they work, which must be verified and signed by their supervisor in order to be paid for the pay period.

Seasonal Employees – Seasonal employees are those who are hired for a position with an annual employment period of six months or less around the same time of year and are required to record the hours they work, which must be verified and signed by their supervisor in order to be paid for the pay period.

Exempt Employees – Exempt employees are exempt from the overtime provisions of the Fair Labor Standards Act and applicable state law because their job duties and salary meet the exemption requirements of the law. Exempt employees are paid a salary and are not required to be paid overtime for work performed beyond 40 hours in a workweek and are required to record the hours they work, which must be verified and signed by their supervisor in order to be paid for the pay period.

Non-exempt Employees – Non-exempt employees do not meet the exemption tests under the Fair Labor Standards Act and applicable state law and are paid overtime for hours worked over 40 in a workweek. Non-exempt employees can be paid a salary or an hourly rate and are required to record the hours they work, which must be verified and signed by their supervisor in order to be paid for the pay period.

2.7 CHANGES TO PERSONAL INFORMATION

Employees are required to provide **Village of Hampton** with current personal information, including their address, phone number, dependents, spouse's name, next of kin, and beneficiaries, as necessary for legitimate work-related purposes. Employees are required to notify **Village of Hampton** regarding any change to this information within one week of its occurrence.

2.8 PERSONNEL RECORD REQUESTS

Village of Hampton maintains certain personnel records for each employee. These records may include, among other things, information regarding an employee's job status, pay, performance, disciplinary action, and attendance.

In accordance with the Employment Personnel Record Review Act (820 ILCS 40/0.01 *et seq.*), an employee may, upon request, inspect those records maintained by **Village of Hampton** which are, have been, or are intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action. Such records may not include those described in 820 ILCS 40/10 including, but not limited to, letters of reference, information of a personal nature about a person other than the requesting

employee, documents related to employee testing (other than an employee's score), and certain records relating to a pending investigation or claim.

Employees shall be provided with the opportunity to inspect the above-described records within seven working days after their request for inspection. However, if **Village of Hampton** can reasonably show that such deadline cannot be met, **Village of Hampton** shall have an additional seven days to comply.

2.9 ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

In accordance with the Americans with Disabilities Act (ADA) and other applicable law, **Village of Hampton** shall make reasonable accommodations for the known disability of an otherwise qualified individual to the extent required by law unless undue hardship would result.

Procedures for Requesting Reasonable Accommodations – Otherwise qualified employees and applicants who require a reasonable accommodation to perform the essential functions of a position should take the following steps:

- Make a request to your supervisor or the appropriate member of management for a reasonable accommodation. Requests can be oral or written, but employees and applicants should reduce their requests to writing.
- Once **Village of Hampton** has been notified of an employee or applicant's request or need for a reasonable accommodation due to a disability, the employee or applicant may be required to provide current documentation from a physician or other medical professional concerning the existence and extent of the disability. The employee or applicant shall be responsible for requesting the applicable medical documentation from their physician or other medical professional and ensuring it is provided to the appropriate member of management. **Village of Hampton** will generally not communicate with an employee's physician or other medical professional directly without first obtaining the employee or applicant's written consent for the release of medical information.
- After **Village of Hampton** has been alerted to an employee or applicant's request or need for a reasonable accommodation, an appropriate member of management will communicate with the employee or applicant regarding what accommodations, if any, would be reasonable under the circumstances. Accommodations will be made if they are reasonable and do not cause undue hardship. All employees must be able to perform the essential functions of their positions, with or without reasonable accommodations.
- Information and documentation related to accommodations, including medical information, will be maintained in a confidential file separate from other personnel records. Information and documentation related to accommodations will only be shared with those individuals who need to know in order to provide the accommodation. Such individuals may or may not include an employee's supervisor.

2.10 ACCOMMODATIONS FOR CONDITIONS RELATED TO PREGNANCY

In accordance with 775 ILCS 5/2-102(J), **Village of Hampton** will not discriminate or retaliate against an employee or applicant affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. Otherwise qualified individuals who require an accommodation to perform the essential functions of their positions due to any medical or common condition related to pregnancy or childbirth should notify their immediate supervisor and/or an appropriate member of management. If an accommodation is reasonable and does not impose an undue hardship, the accommodation will be made.

Reasonable accommodations for employees or applicants affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth may include one or more of the following:

- more frequent or longer bathroom breaks
- breaks for increased water intake
- breaks for periodic rest
- seating
- assistance with manual labor
- light-duty
- temporary transfer to a less strenuous or hazardous position
- acquisition or modification of equipment
- part-time or modified work schedule
- appropriate adjustment or modification of examinations, training materials or policies
- reassignment to a vacant position
- time off to recover from a condition related to childbirth
- leave necessitated by pregnancy, childbirth, or medical or common conditions relating to childbirth

2.11 ACCOMMODATIONS FOR RELIGIOUS BELIEFS

Village of Hampton will endeavor to accommodate the religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on operations. Employees who wish to request such an accommodation should make a written request to their supervisor and/or an appropriate member of management.

Accommodations for religious beliefs may include the use of voluntary substitutes and swaps, flexible scheduling, or temporary changes in job assignments. Employees should notify their supervisor in writing of any requested time off for religious observations at least 30 days prior to the requested absence.

Section 3 – Employee Hours, Wages & Reimbursement

3.1 WORKING HOURS

Individual hours of work may vary depending on your position and the duties that you perform. Your supervisor will inform you of your work hours.

3.2 MEAL PERIODS AND REST BREAKS

Employees who work seven and one-half continuous hours or more in a shift shall be given at least 30 minutes for a meal period beginning no later than five hours after the start of the work period. Specific times for meal and any other break periods shall be determined by an employee's supervisor. Meal periods may be uncompensated when employees are completely relieved of all duties.

In addition to the meal periods discussed above, supervisors may, at their discretion, authorize employees to take reasonable break periods during the workday. Such reasonable break periods should be taken at a time and in a manner that does not interfere with the operational needs of the employee's department. In accordance with federal law, properly authorized reasonable break periods of less than 20 minutes will be compensated. Meal periods and rest breaks may not be used to cover a late arrival or an early departure unless approved in advance by the employee's supervisor, nor may they be regarded as cumulative if not taken.

3.3 TIME KEEPING

Employees are responsible for ensuring the accuracy of their timekeeping records. Employees who believe that their timekeeping records are inaccurate shall immediately notify their supervisors and/or an appropriate member of management. Any disputes as to the accuracy of timekeeping records shall be reviewed with the employee's supervisor and/or an appropriate member of management.

3.4 OVERTIME PAY

PUBLIC WORKS DEPARTMENT: Overtime shall be paid at one and one-half times the employee's regular base hourly rate of pay for hours worked after 8 hours. Unless otherwise provided by law, employees who work outside of their scheduled hours without proper authorization will not be compensated for such time. Employees who work overtime without prior authorization will be subject to disciplinary action up to and including termination. Any full time employee that is called in outside of regularly scheduled work hours will be paid a minimum of two (2) hours overtime pay.

HOLIDAY PAY: An employee that is not scheduled to work on the day of Observance shall be paid at one and one-half times pay.

***MEETING PAY: All Department Heads are required to attend council meetings as part of their essential job function. Department Heads and the shall receive the sum of \$30 for each regular Board of Trustees meeting and/or budget planning meeting that they are required to, and do attend.

3.5 PAYROLL AND DEDUCTIONS

Full-time employees shall be paid on Friday every week. Part-Time employees shall be paid bi-weekly on Friday. Board Members, Clerk and Fire Department Stipends will be paid fiscal quarterly. Paydays falling on weekends or holidays will be handled in the most equitable way possible according to the payroll system in effect.

The Village of Hampton requires employees to enroll in direct deposit of their payroll and stipend payments. Direct Deposit forms are available at the Clerk's office and should be included in the new hire employee information packet at the time the employee is hired.

Village of Hampton is required by law to withhold certain deductions from your paycheck. This includes deductions for federal income tax, state income and unemployment tax and Federal Insurance Contributions Act (FICA) tax contributions (Social Security and Medicare). **Village of Hampton** is also required to withhold deductions pursuant to legal orders, such as orders for child support, bankruptcy, tax levy, money owed to a state agency, or general creditor debts.

Village of Hampton will withhold certain deductions from your paycheck that you have voluntarily authorized. This includes deductions for health insurance premium contributions, retirement plan contributions, or other services. Voluntary deductions not required by law will only be made with written authorization signed by the employee.

All employees should routinely examine every paycheck and immediately report any inaccuracies to their immediate supervisor and/or the appropriate member of management.

Section 4 – Leaves of Absence

4.1 BEREAVEMENT LEAVE

Except as otherwise provided in this Manual, **Village of Hampton** may grant up to five (5) workdays of leave to regular **full-time employees, part-time employees, (must work 20 hours)** in the event of the death of an immediate family member to attend the funeral (or alternative to a funeral) of the employee's immediate family member, make arrangements necessitated by the death of an employee's immediate family member, or grieve the death of the employee's immediate family member. For purposes of this policy, an employee's "immediate family member" shall be defined as the employee's husband, wife, domestic partner, mother, father, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law, step parents, or any other relative within the first degree living in the same household. An employee may also be granted one workday of leave due to the death of a relative outside the immediate family or household. This would include an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and cousin (within the first degree). For information regarding bereavement for the death of an employee's child, see Section 4.2 below.

4.2 CHILD BEREAVEMENT LEAVE ACT

Employees who are eligible for leave under FMLA shall be entitled to 10 workdays of unpaid bereavement leave to attend the funeral (or alternative to a funeral) of the employee's child, make arrangements necessitated by the death of the child, or grieve the death of the child. For purposes of this policy, an employee's "child" shall be defined as the employee's son or daughter who is the biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*.

This leave must be completed within 60 days after the date on which the employee receives notice of the death of the child. In the event of the death of more than one of the employee's children in a 12-month period, an eligible employee is entitled to up to six weeks of child bereavement leave during the 12-month period. **Village of Hampton** will not discriminate or retaliate against employees who take this leave.

Leave under this policy shall be unpaid unless otherwise approved by your supervisor and/or the appropriate member of management. Employees may use their accrued vacation days in lieu of taking otherwise unpaid leave under this policy. Nothing in this policy shall be interpreted as increasing the total amount of time off available to an employee under FMLA or any other policy.

4.3 MILITARY LEAVE

Village of Hampton shall grant leave from employment to eligible full-time and part-time employees who are members of any active or reserve component of the U.S. armed services, any "military service" as defined in the Illinois State Guard Act (20 ILCS 1815/0.01 *et seq.*), or the National Guard of any state for any period actively spent in military service, whether voluntary or involuntary, including basic training, annual training, and special or advanced training.

Military leave shall be uncompensated, except to the extent required by Article 5 of the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/1-1 *et seq.*). Employees may use their accrued vacation days in lieu of taking otherwise unpaid leave under this policy.

Notice

Employees shall provide their supervisor with advance notice of the need for military leave, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Unless otherwise provided by law, such leave shall not exceed a cumulative period of five years.

4.4 JURY DUTY LEAVE

Any employee who has been duly summoned for jury duty for either petit or grand jury service shall be granted leave to serve upon the jury for which such employee is summoned. An employee summoned for jury duty must deliver to their supervisor or the appropriate member of management a copy of the summons within 10 days of the date of issuance of the summons to the employee. Employees may be required to provide proof of the number of days served by submitting a copy of the summons or subpoena and other relevant documentation to their supervisor and/or an appropriate member of management. Leave under this policy shall be unpaid unless otherwise approved by an employee's supervisor and/or the appropriate member of management.

Section 5 – Benefits

5.1 HOLIDAYS

Holidays are determined by **Village of Hampton** each year and will be announced to employees after they are set.

5.2 VACATION

Vacation time may be used in half-hour (1/2) hour increments. Full-time employees shall receive vacation time at the completion of one year of continuous employment.

Regular full-time employees shall be entitled to vacation earned by years of service from the date of hire, as follows:

- 40 hours with pay after 1 year of employment;
- 80 hours with pay after 3 year of employment;
- 120 hours with pay after 6 years of employment; and,
- 160 hours with pay after 10+ years of employment.

Unused Paid Vacation Time – Unused paid vacation time shall **not** accumulate from year to year and will be paid out at the end of the employee's anniversary date each year.

Requests to Use Vacation Time – All requests to use vacation time should be made in writing to the employee's supervisor as early as possible, but no later than seven workdays prior to the date(s) of the requested vacation time. Requests that are not submitted timely may be denied. All requests for vacation must be approved by an employee's supervisor and/or department head. Requests to use vacation time may be denied depending upon staffing levels and other operational needs.

Separation of Employment – Following separation of employment for any reason (e.g. retirement, termination, resignation etc.) employees will be compensated for all unused vacation time prorated to the date of their separation.

5.3 SICK/CASUAL LEAVE

Sick/Casual Leave – Beginning on the first day of employment completed by an employee, the employee shall receive 40 hours of sick/casual time per year. This will not carry over from year-to-year nor be paid out.

5.4 FLEX TIME

Full-time employees will be allowed to earn up to twenty-four (24) hours of flex time with prior approval of their supervisor. Part-time employees will be allowed to earn up to twelve (12) hours of flex time with prior approval of their supervisor. Flex time can be used in half-hour (1/2) or hourly increments, but cannot be used for more than eight (8) consecutive hours in any pay period. Flex time will not carry over from fiscal year to fiscal year. Any flex time not used by the end of the fiscal year, it will be lost. Flex time may not be used to earn overtime in any pay period and may not be turned in for hourly wage or salary pay out at any time. Flex time may be used to extend bereavement leave so long as it is taken consecutively to the normal bereavement period as set forth in Sections 4.1 and 4.2. Flex time may not be used to extend vacation leave if the vacation period is scheduled for five or more work days.

5.5 HEALTH INSURANCE

Full-Time Employees are eligible for group health insurance benefits for themselves and their eligible dependents. Spouses may be eligible if their employer does not offer health insurance. In that instance the employee will be responsible for the cost of spouse's insurance. The employee must provide the Village of Hampton with documentation from their spouse's employer verifying that the spouse is ineligible for health insurance annually, or at any time when a qualifying life event warrants a change in the employee or the spouse's eligibility for health insurance coverage.

Health insurance benefits are subject to change without notice and no right to continuation of any benefit, coverage, or level of coverage exists.

5.6 ILLINOIS MUNICIPAL RETIREMENT FUND

The Illinois Municipal Retirement Fund (IMRF) provides retirement benefits, disability benefits, and death benefits for qualified employees. Employees may be covered under IMRF if they work more than 600 hours per year and were hired prior to February 3, 2014. Employees hired after February 3, 2014 may be covered under IMRF if they work more than 1,000 hours per year. Information regarding IMRF benefits may be obtained by contacting IMRF at 1-800-ASK-IMRF.

5.7 WORKERS' COMPENSATION

Village of Hampton maintains its own workers' compensation insurance in accordance with Illinois law. **Village of Hampton** will pay for all necessary first aid, medical, and surgical services reasonably required to cure or relieve the effect of any accidental injury or disablement suffered by an employee arising out of, or in the course of, employment with **Village of Hampton**. Employees may seek treatment from their own medical provider for work-related injuries. However, **Village of Hampton** through its agents or workers' compensation administrator, reserves the right to have another medical provider of its choice examine the employee.

Employee Accident/Injury Reporting – An employee who suffers an accident and/or injury arising out of, or in the course of, employment must take the following actions:

- Immediately report the accident and/or injury to the employee's supervisor and **Risk Management Coordinator**, even if the accident and/or injury does not seem to warrant medical treatment. A drug/alcohol test must be administered by a licensed facility within two (2) hours of the accident or injury occurring. (The Village Clerk is the designated Risk Management Coordinator for the Village of Hampton.)
- Make a full written report on the employee's condition and the circumstances surrounding the accident or injury, including all witnesses, as soon as possible after its occurrence. **Village of Hampton** may provide reporting forms.

- Provide their First Report of Injury and/or any other required forms to the employee's supervisor as soon as possible after the accident and/or injury, but in no event later than the completion of that business day.
- Adhere to any drug or alcohol testing requirements.

All employees must follow these procedures. Failure to immediately report an on-the-job accident and/or injury or otherwise comply with this policy may lead to disciplinary action up to and including termination and could lead to the denial of workers' compensation benefits.

Section 6 – Standards of Conduct

6.1 HARASSMENT AND COMPLAINT PROCEDURE

Village of Hampton is committed to maintaining a work environment free of harassment and discrimination of any kind, including sexual harassment. Accordingly, harassment of employees by anyone is strictly prohibited. Policies and procedures regarding complaints of harassment are included below.

Prohibition on Harassment in the Workplace

Harassment that interferes with an individual's work performance or that creates an intimidating, hostile, or offensive working environment is prohibited. Harassment consists of unwelcome conduct, whether verbal, physical, or visual that is based upon a person's race, color, creed, religion, sex, gender, ancestry, national origin, alienage, citizenship status, marital status, sexual orientation, medical condition, pregnancy, disability status, gender identity or expression, protected veteran status, or any other characteristic protected by federal, state, or local law. No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any other employee or conduct themselves in a manner that has the purpose or effect of interfering with another employee's work performance or creating an intimidating, hostile, or offensive working environment. Any employee who fails to abide by this policy shall be subject to disciplinary action up to and including termination of employment.

Prohibition on Sexual Harassment.

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is the policy of the **Village of Hampton** to prohibit sexual harassment by any of its employees, volunteers, supervisors, managers, directors, agents, officials, board members, representatives, or other persons subject to **Village of Hampton** policies and procedures (for the purposes of this Section 6.1 of this Manual, all of the foregoing shall be known as "employees") on the basis of sex or gender. All Employees are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

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

Sexual harassment can occur between men and women or between members of the same sex.

Sexual harassment can take a variety of forms ranging from comments of a sexual nature to physical contact. An individual may or may not be aware that their conduct is offensive or harassing to others. While it is impossible to list all conduct that may constitute sexual harassment, some examples include, but are not limited to:

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

- Verbal abuse of a sexual nature, repetitive use of offensive words of a sexual nature describing body parts or the sexual act, telling suggestive or dirty stories;
- Conversations or discussion between employees or between supervisors and employees about subjects that are sexual in nature and perceived (by a listener or participant) as offensive including, but not limited to, the following: invitations to spend the night, engaging in particular sexual acts, requests to start a sexual relationship between employees or a supervisor and employee and pressure on employees to have pre- or extra-marital affairs;
- Displaying in the workplace sexually suggestive objects, pictures, pornographic magazines, or representations of any actions or subject sexual in nature which can be perceived as offensive;
- Retaliation against employees for refusing a sexual advance or for complaining about an incident of possible sexual harassment;
- Requesting sexual favors as a condition to employment, favorable treatment, favorable evaluation, favorable assignment, or promotion;
- Comments regarding sexual behavior or the body of another employee;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, texts, posts, invitations, photographs, cartoons, articles, or other written or pictorial materials of sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Displaying in the workplace sexually suggestive objects, pictures, pornographic magazines, or representations of any actions or subject sexual in nature which can be perceived as offensive; or
- Any unwanted physical touching or assault or blocking or impending movements.

Procedure for Reporting an Allegation of Harassment

An employee who observes harassment, sexual or otherwise (hereinafter collectively known as harassment) or believes themselves to be the object of harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to the offending employee and their immediate supervisor. It is not necessary for harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be harassment to **Village of Hampton** through the following processes and procedures:

- **Direct Communication** – If there is harassing behavior in the workplace, the harassed employee should directly and clearly express their objection, indicate that the conduct is unwelcome, and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- **Contact with Supervisory Personnel** – At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the employee making the report, the employee's department head, the director of human resources, or other appropriate officer. A report by an employee should be made to the employee's immediate supervisor, except in circumstances when the immediate supervisor is the offending individual or employee reasonably determines, based on the circumstances, that the report should be made to another **Village of Hampton** supervisor or officer. Reports may be made either orally or in writing, but oral reports should be reduced to writing before an investigation is initiated. The report should include a description of the incident(s), the name of the person accused of the harassment, the date(s) on which the incident(s) occurred, and the signature of the individual making the report. Reports should be made promptly after a suspected violation has occurred. Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including but not limited to written records such as letters, notes, memos and telephone messages.
- After a report has been reduced to writing, a member of management (or a third party when appropriate) will, within a reasonable amount of time, investigate the allegations by the reporting employee. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
- Upon completion of the investigation, the reporting employee shall be advised of the results of the investigation and the proposed resolution of the report. Appropriate disciplinary action will be taken against an offending employee.
- Individuals who submit a written report of harassment should maintain any relevant notes and documentation. **Village of Hampton** shall maintain records of reports and investigation materials for at least two years after the date of resolution of the report unless the circumstances are such that the records should be kept for a longer period of time.
- Reasonable efforts shall be made to keep reports of harassment confidential. In the event of a legal claim, records relating to reports of harassment and other legal violations may not be considered privileged from disclosure.
- The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the **Village of Hampton**. However, all employees have the right to contact the Illinois

Department of Human Rights (IDHR) (312-814-6200) or the Equal Employment Opportunity Commission (EEOC) (800-669-4000) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with EEOC must also be filed within 300 days.

The employee experiencing perceived harassment must not assume that the **Village of Hampton** is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or officer, the **Village of Hampton** will not be presumed to have knowledge of the harassment. All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to our attention. However, because of the serious implications of harassment charges, the difficulties associated with their investigation, and the questions of credibility involved, a reporting employee's willing cooperation is a vital component to any investigation.

No Retaliation

The **Village of Hampton** and its employees shall not take any retaliatory action against any employee due to an employee's:

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

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

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

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

- Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, state agency, or other state employee that the state employee reasonably believes is in violation of a law, rule or regulation;

- Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law, rule or regulation by any officer, member, state agency or other state employee; or,
- Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

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

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

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

Consequences of a Violation of the Prohibition on Sexual Harassment

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

Consequences of Knowingly Making False Reports

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

employee handbooks and/or collective bargaining agreements, up to and including termination of employment.

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

6.2 POLITICAL ACTIVITY

In accordance with state and federal laws, employees are not prohibited from exercising their political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, and to run for public office. However, employees are strictly prohibited from engaging in political activities on behalf of any political candidate or cause while they are being compensated by **Village of Hampton**, other than during paid time off. Employees are further prohibited from using any **Village of Hampton** property or resources for the benefit of any political organization, candidate, or cause.

Employees may not use their positions to attempt to coerce or influence others in relation to any political activity. Employees are strictly prohibited from requiring other employees to engage in political activities as part of their duties, and no employee shall be required to participate in any political activity in consideration for additional compensation or benefits.

6.3 OUTSIDE EMPLOYMENT

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at **Village of Hampton** is prohibited. Conflicts of interest shall be assessed by **Village of Hampton** in its sole discretion. **Village of Hampton** recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employment relationship. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in disciplinary action up to and including termination.

6.4 STATE GIFT BAN ACT

All employees shall adhere to and understand their obligations under the State Officials and Employees Ethics Act (5 ILCS 430/1-1, *et seq.*) and any gift ban or ethics requirement implemented by **Village of Hampton**. Employees are not to provide any special services in exchange for gifts or other forms of compensation. Employees, their spouses, and any immediate family members living with an employee are prohibited from intentionally soliciting or accepting any gift from any source prohibited by law, ordinance, or policy. If an employee, employee's spouse, or immediate family member living with an employee receives any compensation, or offer of compensation, as a result of the employee's status as an

employee of **Village of Hampton**, the employee must report this immediately to their supervisor or the appropriate member of management.

6.5 ATTENDANCE

Employees are expected to report to work promptly at their designated starting times. If you are unable to timely report to work, you must notify your supervisor in advance of your designated start time in accordance with the policies in this Manual and any other applicable department policies. If you are unable to reach your supervisor, you must notify your department head or another appropriate member of management. Notifying a fellow employee is not sufficient.

If you need to leave work prior to the end of your shift, you must first notify your supervisor and obtain permission to do so. If your supervisor is unavailable, you must notify and obtain permission from your department head or another appropriate member of management.

Failure to adhere to this policy shall subject an employee to disciplinary action up to and including termination of employment.

Department Heads and the Village Clerk are required, as a part of their essential job function, to attend all regular Board of Trustees meetings and any Budget Planning meetings. They may also be required to attend other meetings, including Committee of the Whole and Departmental/Committee meetings with their assigned Board of Trustee Committee members.

6.6 SAFETY

All employees are required to familiarize themselves with and adhere to any applicable safety rules and standards. Additionally, all employees are required to exercise caution and good judgment while performing their duties and during break and meal periods.

You have a responsibility to immediately report to your supervisor any accidents, injuries, or unsafe working conditions. This includes reporting unsafe equipment and/or procedures. If you become injured on the job, no matter how insignificant the injury may seem, you must report the injury to your supervisor.

Failure to comply with anything in this policy may subject an employee to disciplinary action up to and including termination.

6.7 WORKPLACE VIOLENCE

Workplace violence is strictly prohibited. Workplace violence includes, but is not limited to, any act of physical violence, threats of physical violence, harassment, intimidation, or other threatening or disruptive behavior. Workplace violence can affect or involve employees, visitors, or other parties.

If an employee witnesses or experiences any form of workplace violence, the employee should immediately report the violence to their supervisor and/or the appropriate member of management. If an employee is found to have engaged in workplace violence, the employee will be subject to discipline up to and including termination.

6.8 DRESS AND GROOMING

All employees are expected to maintain appropriate dress and grooming standards based on their position and working situation. While each department and position may have different standards with respect to dress and grooming, all employees should adhere to the following guidelines:

- Attire should be clean and properly fitting;
- Clothing should not be tattered, ragged, or overly-revealing;
- Employees should maintain good personal hygiene; and,
- Employees should refrain from the overuse of perfume, cologne, and other scented products. Strong odors may be offensive to others.

Some examples of inappropriate clothing include:

- Attire containing obscene, profane, discriminatory, provocative or inflammatory words or pictures;
- Attire depicting alcoholic beverages, drugs, and/or drug paraphernalia;
- Pool/beach attire; and,
- Any other item of clothing deemed inappropriate by your supervisor.

Your supervisor is responsible for evaluating the dress and appearance of employees under their supervision. Employees may be sent home to change into appropriate clothing (time spent in transit will not be considered working time). Failure to adhere to appropriate dress and grooming standards may result in disciplinary action up to and including termination.

6.9 PRIVACY

Village of Hampton reserves the right to conduct searches of work areas for legitimate, work-related reasons when it has a reasonable suspicion that an employee has engaged in work-related misconduct or violated policies, laws, and/or procedures.

Property of **Village of Hampton** including but not limited to, lockers, phones, computers, desks, work spaces, vehicles, or machinery is subject to inspection at any time, without notice to the employee and without the employee's presence. Employees should have no expectation of privacy in any of these areas. **Village of Hampton** assumes no responsibility for the loss of, or damage to, any employee property maintained on the premises including property kept in lockers and desks.

Village of Hampton may utilize video surveillance in public areas for security reasons. The video surveillance will not be hidden. **Village of Hampton** may rely upon the surveillance in assessing employee misconduct and/or criminal activity.

6.10 TELEPHONES

Employees should not make personal calls during working time and should ensure their family members and friends are aware of this policy. Exceptions may be made in urgent circumstances demanding immediate attention, subject to the discretion of an employee's supervisor. Personal cell phones and other personal electronic equipment should be turned off during working hours and may be used during break and meal periods only. This includes sending and receiving text messages.

6.11 CAMERAS AND VIDEO/AUDIO RECORDERS

Employees are prohibited from using camera phones, cameras, or video or audio recorders in the workplace for non-work-related purposes. All employees are prohibited from recording any meeting or conversation without the express written consent of all parties to the conversation.

6.12 EMAIL AND INTERNET SYSTEM

Employees may be granted access to the **Village of Hampton** Internet and email system (the system). The system and all data transmitted or received through the system are the exclusive property of **Village of Hampton**. No individual should have any expectation of privacy in any communication over the system.

Village of Hampton reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that this right will be exercised periodically, without prior notice and without the prior consent of the employee.

The interest of **Village of Hampton** in monitoring and intercepting data include, but are not limited to: protection of Personally Identifiable Information (including, but not limited to: dates of birth, Social Security numbers, account numbers, etc.); health information protected by the Health Insurance Portability Accountability Act (HIPAA); protection of proprietary and classified data; managing the use of the computer system; preventing the transmission or receipt of inappropriate materials by employees; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission, or storage of data on the system.

Any employee who abuses the privilege of access to the system will be subject to disciplinary action up to and including termination of employment. If necessary, law enforcement officials will be advised of any illegal conduct.

6.13 COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

Employees must comply with all software licenses, copyrights, and all other laws governing intellectual property, online activity, and telecommunications. Employees are prohibited from

copying any copyrighted material without the prior approval of the copyrighted individual or entity. Any violation of this policy is grounds for discipline up to and including termination.

6.14 SOCIAL MEDIA POLICY

At **Village of Hampton**, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established the following guidelines. Any violation of this policy is grounds for discipline up to and including termination.

Guidelines

In the rapidly expanding world of electronic communications, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects members, customers, suppliers, people who work on behalf of **Village of Hampton** its legitimate business interests may result in disciplinary action up to and including termination.

- **Know and Follow the Rules** – Carefully read these guidelines, as well as all other applicable written employment policies, procedures, notices, memoranda, and manuals and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
- **Be Respectful** – Always be fair and courteous to fellow employees, customers, members, suppliers, or people who work on behalf of **Village of Hampton**. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, or employees or suppliers, or that might constitute harassment by bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or policy.

- **Be Honest and Accurate** – Make sure you are always honest and accurate when posting information and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about **Village of Hampton**, fellow employees, members, customers, suppliers, or people working on behalf of **Village of Hampton**.

- **Post Only Appropriate and Respectful Content:**
 - Maintain the confidentiality of private or confidential information.

 - Do not create a link from your blog, website, or other social networking site to a **Village of Hampton** website without identifying yourself as an employee of **Village of Hampton**.

 - Express only your personal opinions. Never represent yourself as a spokesperson for **Village of Hampton**. If **Village of Hampton** is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of **Village of Hampton**, fellow employees, members, customers, suppliers, or people working on behalf of **Village of Hampton**. If you do publish a blog or post online related to the work you do or subjects employed with **Village of Hampton**, make it clear that you are not speaking on behalf of **Village of Hampton**. It is best to include a disclaimer such as, “The postings on this site are my own and do not necessarily reflect the view of **Village of Hampton**.”

- **Using Social Media at Work** – Refrain from using social media while on work time or on equipment, unless it is work-related as authorized by your supervisor or consistent with other applicable policies. Do not use any email addresses issued by **Village of Hampton** to register on social networks, blogs, or other online tools utilized for personal use. Any violation of this policy is grounds for discipline up to and including termination.

- **Retaliation is Prohibited** – Employees who in good faith report a possible deviation from this policy or cooperate in an investigation related to this policy shall not be retaliated against for doing so. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation related to this policy will be subject to disciplinary action up to and including termination.

- **Media Contacts** – Employees should not speak to the media on behalf of **Village of Hampton** without approval of their supervisor or the appropriate member of management. Any violation of this policy is grounds for discipline up to and including termination.

6.15 SOLICITATIONS AND DISTRIBUTIONS

Solicitations for contributions, sale of merchandise, circulation of petitions, solicitations for membership in clubs or organizations, and all other forms of solicitation, including the distribution of handbills, flyers, or other similar materials, by or from employees, during working time is prohibited. "Working time" for purposes of this policy means those times during the workday when employees are required to be engaged in work-related tasks and does not include time before or after the workday, authorized break times, or meal times. All solicitations and distributions will be limited to non-working areas.

Solicitations or distributions of any kind by non-employees is prohibited: (a) during the working time of any employee receiving the solicitations or distributions; (b) at any time in areas not open to the public or in public areas where such activity is inconsistent with the intended or normal use of the area; or, (c) in a manner that disturbs working employees.

6.16 VEHICLES

Employees in certain job classifications may be provided vehicles owned or leased by **Village of Hampton**.

Employees are prohibited from using vehicles provided by **Village of Hampton** to transport non-employees unless the individual being transported is participating in official **Village of Hampton** business or has otherwise been approved by the employee's supervisor.

Employees using vehicles (including personal vehicles) for work-related purposes are responsible for driving such vehicles in a safe and prudent manner and complying with all state and local laws. Employees must promptly report all accidents involving vehicles (including personal vehicles) being used for work-related purposes to both the appropriate law enforcement agency and to the employee's supervisor. Any employee who is involved in a motor vehicle accident during the course of their normal work function, regardless of whether the employee is driving their own personal vehicle or a Village of Hampton vehicle, must submit to a drug and alcohol test with a licensed facility within two (2) hour of the accident taking place.

Additionally, employees must immediately report to their supervisor any citations for traffic law violations, parking violations, and any other legal violations occurring while using vehicles (including personal vehicles) for work-related purposes. Payment of traffic and parking citations shall be the responsibility of the employee operating the vehicle at the time the violation occurred. Employees shall immediately notify their supervisor(s) of any and all violations related to driving under the influence of drugs or alcohol.

Every employee must have (and be able to produce) a valid driver's license before operating a vehicle (including a personal vehicle) for work-related purposes. Employees must promptly inform their supervisors of any reason that would prohibit the employee from operating a motor vehicle. Employees must notify their supervisors within 24 hours of being arrested for a DUI or having their driver's license suspended or revoked.

Employees who use their personal vehicles for work-related purposes approved by their supervisor must maintain adequate insurance coverage and must present evidence of insurance coverage to **Village of Hampton** upon request.

6.17 SMOKING

In accordance with the Smoke Free Illinois Act (410 ILCS 82/1 *et seq.*), **Village of Hampton** maintains a smoke-free environment in all its facilities. Smoking is prohibited in all **Village of Hampton** buildings and vehicles. Smoking areas may be designated outside of facilities, provided the location is at least 15 feet away from any **Village of Hampton** building and will not reasonably affect non-smokers. For purposes of this policy, smoking includes the use of all tobacco products including, but not limited to, electronic cigarettes and chewing tobacco, as well as non-tobacco vaping products.

6.18 LOSS PREVENTION

Employees shall exercise reasonable care to prevent loss or damage to **Village of Hampton** property. Employees are expected to use caution when using **Village of Hampton** property, vehicles, tools, and equipment.

6.19 PROHIBITION OF FIREARMS IN THE WORKPLACE

Employees are prohibited from possessing or carrying firearms on or in **Village of Hampton** property (except in the parking lot for licensed concealed carry holders) or during any period when the employee is actively working. A concealed carry license holder may not knowingly carry a firearm into any building or portion of a building under the control of **Village of Hampton**. 430 ILCS 66/65(3). Pursuant to state law, employees who possess a valid state concealed carry license may store a firearm locked in their car if the firearm or ammunition is concealed in a case or locked container out of plain view within the vehicle in the parking area. A licensed concealed carry holder may also carry a concealed firearm in the immediate area surrounding their vehicle, only for the limited purpose of storing or retrieving a firearm in the vehicle's trunk.

6.20 DRUGS AND ALCOHOL

Drug Free Workplace

In order to ensure a safe work environment and compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 *et seq.*), **Village of Hampton** maintains a drug-free workplace. Accordingly, the **Village of Hampton** prohibits employees from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Anti-Drug Abuse Act of 1988, use of drugs, and use of alcohol in the workplace. The foregoing prohibition shall apply to **Village of Hampton** property, including in **Village of Hampton** vehicles and any private vehicles parked on **Village of Hampton** premises or worksites.

For purposes of this policy, the term "drugs" includes, but shall not be limited to: (a) any non-prescribed controlled substance that the employee is not authorized to possess or consume by law; (b) any substance listed in the Controlled Substances Act (720 ILCS 570 *et seq.*); or, (c) drugs or substances which may not be listed in the Controlled Substances Act but which have

adverse effects on perception, judgment, memory, or coordination. A non-exhaustive list of applicable drugs includes, but is not limited to, the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Mescaline	Hash
Barbiturates	Hash Oil
Glutethimide	Steroids
Methaqualone	Tranquilizers
Cocaine	Amphetamines
Phenmetrazine	LSD

Prohibited Conduct

The following conduct is prohibited:

- The unauthorized use, possession, manufacture, distribution, or sale of cannabis, drugs, drug paraphernalia, or alcohol while on or in **Village of Hampton** property, while conducting work-related business, or during working hours.
- Being under the influence of cannabis, drugs or alcohol while on or in **Village of Hampton** property, while conducting work-related business, or during working hours.
- Being under the influence of legal or prescribed drugs or chemicals used in excess of, or in non-conformity with, prescribed limits while on or in **Village of Hampton** property, while conducting work-related business, or during working hours.
- The illegal use, possession, manufacture, distribution, or sale of cannabis, drugs, or drug paraphernalia (while on or off duty).
- Storing any cannabis, illegal drug, drug paraphernalia, or alcohol in or on **Village of Hampton** property.
- Failing to notify an employee's supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind that the employee is taking (or has taken) which might affect the performance of the employee's duties.
- Refusing to immediately submit to an alcohol and/or drug test when requested by a supervisor.
- Failing to provide, within one workday following a request, documentation confirming a valid prescription for any drug or medication identified by a positive drug test.

- Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
- Failing to notify the employee's supervisor of any arrest, conviction, or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction, or plea.
- Tampering with, adulterating, altering, substituting, or otherwise obstructing any testing process required pursuant to this policy.
- Performing any safety-sensitive duties while having a blood-alcohol concentration of .02 or greater.
- Possessing or using drugs or alcohol while on duty or while operating a commercial vehicle.
- Operating a commercial vehicle within four hours after using alcohol (an on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty).
- Consuming alcohol during the eight-hour period following an accident requiring a drug and alcohol test before a post-accident alcohol test is given.
- Reporting for duty or remaining on duty requiring the operation of a commercial vehicle when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle.

Required Conduct

The following conduct is required of all **Village of Hampton** employees:

- Employees must notify their supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind that they are taking (or have taken) which might affect the performance of their duties or threaten the safety of the employee or any other person.
- Employees must notify their supervisor of any arrest, conviction, or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction, or plea. In accordance with federal law, **Village of Hampton** will notify any applicable federal contracting officer(s) of any relevant conviction(s) or plea(s) within 10 days of receiving notice of the conviction or plea.

- Employees must submit to drug testing in accordance with this policy and applicable law.

Voluntary Treatment for Abuse of Drugs and/or Alcohol

The **Village of Hampton** strongly encourages employees who believe or suspect that they may be abusing drugs and/or alcohol to voluntarily seek treatment before their job performance is affected. Any employee who notifies **Village of Hampton** of alcohol or drug abuse problems will be treated in the same manner as any other employee with an illness. Information and communications regarding an employee's voluntary treatment or counseling due to actual or suspected drug and/or alcohol abuse shall remain confidential in accordance with state and federal law.

Employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be subject to discipline, discharge, or discrimination based solely on such voluntary treatment if the treatment is sought prior to:

- The employee testing positive for illegal drugs and/or alcohol;
- The employee being notified of an upcoming drug and/or alcohol test;
- The occurrence of an event that gives rise to reasonable suspicion that the employee is under the influence of drugs and/or alcohol;
- Any return to duty or related follow-up testing for drugs and/or alcohol; and/or,
- The occurrence of an accident which requires the employee to submit to drug and/or alcohol testing.

Employees who seek voluntarily treatment for drug and/or alcohol abuse shall continue to be subject to appropriate disciplinary action up to and including termination for substandard job performance, unexcused absences, abuse of drugs and/or alcohol, or any other violations of this Manual, whether such violations are directly or indirectly related to the employee's use of drugs and/or alcohol.

Furthermore, employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be excused from required drug and/or alcohol testing in accordance with this policy even when voluntary treatment was sought prior to the testing in question. No employee shall be permitted to use voluntary treatment for drug and/or alcohol abuse to avoid otherwise legitimate disciplinary action for failure to comply with this policy or other provisions of the Manual. Employees may request a medical leave of absence to obtain treatment for drug and/or alcohol abuse in accordance with the Family and Medical Leave Act of 1993 and other applicable law. Such leave requests shall be treated in the same manner as any other request for leave pursuant to this policy. **Village of Hampton** may also grant reasonable accommodations for employees being treated for drug and/or alcohol abuse so long as those employees are participating in a treatment program and are not currently abusing drugs and/or alcohol. **Village of Hampton** will

not retaliate or discriminate against any employee for requesting leave or a reasonable accommodation to obtain treatment for drug and/or alcohol abuse.

Acknowledgement

In accordance with applicable law, employees are required to acknowledge and agree to this policy as a condition of employment. Any employee violating this policy is subject to discipline, up to and including termination of employment.

Drug and Alcohol Testing of all Employees

- **Reasonable Suspicion** – All employees are required to submit to alcohol and/or drug testing if a supervisor determines that there is reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol, or is consuming alcohol while working.

For the purposes of this policy, reasonable suspicion means a belief based on objective facts sufficient to lead a reasonable prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this policy. Such a suspicion shall be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.

Some factors that may be considered in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:

- Observable phenomena, such as direct observation of drug or alcohol use, the presence of the odor of drugs or alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of drugs or alcohol;
- Abnormal conduct or erratic behavior;
- Excessive unexcused absenteeism, tardiness, or deterioration in work performance;
- Slurred speech or unsteady walking or movement;
- Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
- Information obtained from a reliable and credible source with personal knowledge that has been independently corroborated.

Once reasonable suspicion has been determined, the employee shall be required to take the applicable drug and/or alcohol test. An order to submit to testing shall be in writing and signed by a supervisor. If an employee declines the test, it will be treated as a

positive test and the employee will be subject to discipline up to and including termination. When an employee is ordered to submit to a drug and/or alcohol test as a result of a supervisor's reasonable suspicion, the employee will not be allowed to return to work pending the results of the drug and/or alcohol test.

- **Post-Accident Testing** – All accidents, including those involving a vehicle, must immediately be reported to an employee's supervisor. The supervisor shall investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and/or alcohol test. If it is determined that the employee caused or contributed to occurrence of the accident or the employee was otherwise "at fault," the employee may be required to submit to a drug and alcohol test regardless of the existence of reasonable suspicion.

If post-accident drug and/or alcohol testing is ordered, the employee involved must submit to a drug and/or alcohol test within two hours of the accident. An employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by his or her supervisor will be deemed to have refused to submit to testing. The employee to be tested shall not be permitted to drive himself or herself to the collection site.

- **Types of Testing**

Any of the following methods may be utilized to test an employee for the presence of drugs and/or alcohol:

- Urine testing;
- Evidentiary breath testing device (Breathalyzer);
- Blood testing;
- Hair follicle testing; or,
- Saliva testing.

- **Licensed Clinical Laboratory Only**

Village of Hampton shall use only licensed clinical laboratories for drug and/or alcohol testing. Such laboratories shall be responsible for maintaining a proper chain of custody of any samples. If an employee tests positive for drugs and/or alcohol, a confirming test shall be conducted. The laboratory will not submit a positive test result to **Village of Hampton** unless the confirming test result is also positive for the same sample. The laboratory shall retain a portion of the tested sample so the employee can arrange for another confirming test to be conducted by a licensed clinical laboratory of the employee's choice and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for that portion of the sample.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by a medical review officer. A medical review officer is a licensed physician responsible for receiving and interpreting laboratory results from applicable tests.

- **Records Relating to Drug and/or Alcohol Tests**

Records reflecting positive drug and/or alcohol tests will be kept in the employee's file and will be kept confidential in accordance with applicable law. Information regarding drug and/or alcohol tests and an employee's participation in a substance abuse rehabilitation program may be disclosed to supervisors only if such information relates to the employee's ability to perform his or her work duties or the employee's need for a reasonable accommodation under the Americans with Disabilities Act of 1990 or other applicable law.

For employees in safety sensitive positions, the following records shall be maintained for a minimum of five years: (a) records of annual management information system reports; (b) records regarding employee evaluations and referrals to substance abuse professionals; (c) records relating to follow-up tests and follow-up schedules; (d) records relating to refusals to submit to drug and/or alcohol tests; (e) records of alcohol test results indicating an alcohol concentration of .02 or greater; (f) verified positive drug test results; and, (g) breath testing device calibration documentation.

- **Required Records from Prior Employment as Driver of a Commercial Vehicle**

In accordance with applicable law, any individual who is given an offer of employment for a safety sensitive position requiring a commercial driver's license (CDL) and who has worked as a driver of a commercial vehicle during the two-year period immediately preceding the offer of employment, must authorize his or her prior employer(s) during the two-year period immediately preceding the offer of employment to release information to **Village of Hampton** regarding any positive alcohol or drug tests and/or any refusal to submit to an alcohol or drug test.

This information must be obtained before the individual can be hired by **Village of Hampton**. However, if the information has not arrived by the individual's anticipated start date and the individual has passed a pre-employment drug test, the individual may be hired, and the requested information can be obtained from the individual's prior employer(s) within 14 calendar days of the individual's date of hire. If the information has not been received within 14 calendar days of the individual's date of hire, the individual will not be permitted to drive a commercial vehicle until the information has arrived. If the information obtained from any prior employer indicates that the individual tested positive for drugs or alcohol or refused to be tested during the past two years, that individual will not be permitted to drive a commercial vehicle unless subsequent information indicates that the individual was evaluated by a substance abuse professional and successfully completed return to duty testing.

- **Compensation**

If an employee is ordered to submit to an involuntary post-employment drug and/or alcohol test, the time spent by the employee traveling to and from the test and waiting for and undergoing the test will be considered compensable working time unless otherwise provided by law or contract. Pre-employment drug and/or alcohol tests will not be compensated.

- **Cutoff Levels for Drugs and Drug Metabolites; Blood Alcohol Exceedances**

Cutoff levels for all drug and drug metabolite testing shall be consistent with the guidelines established by the U.S. Department of Health and Human Services (HHS). An employee shall be deemed to be under the influence of alcohol if the applicable blood alcohol test demonstrates a level of .02 or greater.

- **Policy Violations**

Any employee testing positive for drug usage, blood alcohol levels greater than .02, or engaging in any other prohibited conduct concerning drug or alcohol shall be subject to disciplinary action up to and including immediate termination. Regardless of disciplinary action taken, all such employees will be advised of resources available to evaluate and treat problems associated with drug and/or alcohol abuse.

Employees in safety-sensitive positions, including those that require a CDL, who are not terminated for violation of this policy shall be subject to the following conditions of continued employment:

- If an employee has a breath alcohol concentration of at least .02 but less than .04, he or she shall not drive a commercial vehicle or engage in any other safety sensitive activities for at least 24 hours.
- If an employee tests positive for drugs, tests positive for a blood alcohol level of .04 or greater, and/or engages in any other conduct prohibited by this policy relating to drugs and/or alcohol, the employee will be immediately removed from duties requiring the driving of a commercial vehicle and will not be permitted to return to work unless the employee: (a) has been evaluated by a substance abuse professional; (b) has complied with any rehabilitation prescribed by a substance abuse professional; and (c) has successfully completed a return to duty test for drugs and/or alcohol.
- Upon completion of a recommended rehabilitation program and successful return to work, the employee will be subject to follow-up random testing for up to 60 months as recommended by the substance abuse professional and **Village of Hampton** with a minimum of six such unscheduled tests within the first 12 months of returning to duty.
-

Cannabis

Cannabis (Marijuana) is currently regulated pursuant to Illinois law in two general categories:

- **Recreational Use: Village of Hampton** recognizes the recreational cannabis law in Illinois permits an adult (21 years of age or older) to use cannabis and avoid civil and criminal penalties under state law.
- **Medical Use: Village of Hampton** recognizes that Illinois' medical cannabis law permits an individual with a qualifying debilitating medical condition to register as a medical cannabis patient and avoid civil and criminal penalties under state law for certain medical uses of cannabis.

Village of Hampton will not discriminate against an employee based on the employee being a registered medical cannabis cardholder. However, in accordance with Illinois and federal law and in order to maintain a safe, efficient and productive workforce, employees may not use or possess cannabis in or at the workplace. The **Village of Hampton** also prohibits employees from reporting to work under the influence of, or in any way impaired by, cannabis; as determined in the **Village of Hampton's** sole discretion to the fullest extent permitted by applicable law. The "workplace" includes, but is not limited to, any **Village of Hampton** building, property, or parking area under the **Village of Hampton's** control (regardless of whether it is leased or owned), or any location or area where an employee is performing his or her job duties or where an employee is physically located during his or her work schedule, including any vehicles.

Drug and Alcohol Testing of Employees

In accordance with the Omnibus Transportation Employee Testing Act of 1994 and other applicable law, **Village of Hampton** requires employees in safety-sensitive positions and applicants for safety-sensitive positions to submit to mandatory drug and alcohol testing pursuant to this policy. Applicants for non-safety-sensitive positions may be required to submit to pre-employment testing. All employees are subject to random drug and alcohol testing.

Safety-sensitive positions are those positions where there exists a high risk of injury to others with disastrous consequences if the employee has even a momentary lapse of attention. Some examples of safety-sensitive positions include armed law enforcement personnel, firefighters, health care professionals responsible for direct patient care, employees who transport passengers, and employees who operate large or heavy equipment.

Under this policy, employees in safety-sensitive positions specifically include all employees whose positions may involve driving a commercial vehicle and that require the possession of a CDL. For purposes of this policy, a "commercial vehicle" means a vehicle that either: (a) has a gross weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (b) is designed to transport 16 or more persons, including the driver; or, (c) is used to transport hazardous materials.

An employee is considered to be driving a commercial vehicle under this policy if he or she is performing any safety sensitive function defined in 49 CFR 382.107, which includes all time working in a position requiring a CDL.

With respect to employees who work in a position requiring a CDL, alcohol testing for reasonable suspicion may be conducted just before, during, or after an employee operates a commercial vehicle.

- **Drug and Alcohol Testing for Safety-Sensitive Positions** – Employees in safety-sensitive positions are subject to drug and alcohol testing under different and additional circumstances than employees who are not in safety-sensitive positions.

- **Reasonable Suspicion** – Any employee in a safety-sensitive position shall submit to a drug and/or alcohol test when any supervisor has reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol, or is consuming alcohol while working.

If an employee is removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform safety-sensitive functions until: (a) an alcohol test determines that the employee's breath alcohol concentration measures less than .02; and, (b) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has been using alcohol.

- **Post-Accident Testing Involving a Commercial Vehicle** – An employee is required by law and this policy to submit to an alcohol test whenever he or she is involved in an accident while driving a commercial vehicle on a public road which results in: (a) a fatality; (b) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; and/or, (c) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- **Return to Duty Testing** – Any employee who has violated this policy and/or has tested positive on a drug or alcohol test and is subsequently permitted to return to work, must pass a drug and/or alcohol test in accordance with this policy prior to returning to duty.
- **Follow-Up Testing** – An employee in a safety-sensitive position who is referred for assistance related to alcohol and/or drug abuse is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a substance abuse professional and **Village of Hampton**. The number and frequency of follow-up tests will be determined by the substance

abuse professional and **Village of Hampton** but will not be less than six (6) tests in the first 12 months following the employee's return to duty.

For purposes of this policy, a substance abuse professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

- **Pre-Employment Drug Testing** – Employees in safety sensitive positions must pass a drug test as a post-offer condition of employment. Employees in non-safety sensitive positions may be required to take and pass a drug test as a post-offer condition of employment. Failure to successfully pass a post-offer pre-employment drug test may result in the offer of employment being revoked. An applicant who is denied employment because of a positive drug test may not reapply for employment with **Village of Hampton** for a period of six months.
- **Random Drug and/or Alcohol Testing** – Employees may be randomly selected to submit to drug and/or alcohol testing. The process will be unannounced, and employees shall be selected in a non-discriminatory manner. After an employee is notified that he or she has been selected for random testing, the employee shall be required to report immediately to the testing location no later than one hour after notification. Upon arrival at the testing location, the employee must identify him or herself by use of the photo identification card and present any applicable documentation. Upon completion of the drug and/or alcohol testing, the employee will, if his or her shift is not completed, immediately return to duty status.

6.21 DISCIPLINE

Employee supervisors, President and the Board of Trustees, as applicable, are responsible for administering disciplinary measures, when in the sole discretion of the appropriate supervisor, based on the facts and circumstances of the situation, discipline is warranted. Prior to the administration of any disciplinary action, the applicable supervisor may give the employee the opportunity to respond to the allegations made against the employee. The disciplinary procedures set forth in this section apply to all employees. These policies and procedures should not be construed as preventing, limiting, or delaying the **Village of Hampton** from taking appropriate disciplinary action, including immediate dismissal without prior warning or notice, as the facts and circumstances warrant.

All discipline issued will be based on the applicable facts and circumstances, and at the level applicable in the sole and exclusive judgment of the applicable supervisor.

Discipline may be administered for the following actions/inactions by employees (these are in addition to any other reason that discipline may be administered):

- Activities in conflict with hours of work;
- Activities in conflict with job performance;
- Activities in conflict with **Village of Hampton** obligations and responsibilities;
- Excessive absenteeism;
- Reporting late/leaving early from work;
- Untimely and/or inaccurate records or reports;
- Unsatisfactory work performance;
- Inappropriate appearance;
- Slander, verbal abuse or threats to others;
- Misuse or misappropriation of **Village of Hampton** property or funds;
- Intentional falsification of records, claims for reimbursement;
- Disclosure of any proprietary or confidential information, or inappropriate disclosure of any information;
- Disorderly conduct during working hours;
- Interruption of another employee's work;
- Harassment of other employees, constituents, or other individuals;
- Use of alcohol while on duty;
- Violations of the Drug and Alcohol Policy;
- Insubordination;
- Failure to return to work in accordance with applicable leave policies;
- Substantial misrepresentation of fact;
- Engaging in any political activity; or,
- Any other similar conduct that is detrimental to **Village of Hampton**.

Section 7 – Separation of Employment

7.1 TERMINATION

Your employment and seniority will be terminated on the date of your termination, resignation, or retirement.

7.2 RESIGNATIONS

Employees who voluntarily resign from their employment with **Village of Hampton**, are expected to submit a written resignation letter to their supervisor or an appropriate member of management at least 10 working days in advance of their last date of employment in order to leave in good standing. This period may be shortened by your supervisor and/or the appropriate member of management under appropriate circumstances. Once employees have provided notice of their resignation, they shall not be entitled to utilize any paid time off within 10 workdays preceding their last date of employment unless otherwise approved by their supervisor or an appropriate member of management. Your resignation letter will become part of your permanent personnel file, and failure to provide proper notice under this policy may make you ineligible for re-employment.

7.3 RETURN OF PROPERTY UPON SEPARATION

Upon separation of employment, employees must return all **Village of Hampton** property in their possession or control to their supervisor or the appropriate member of management on or before their last day of work. Such property includes, but is not limited to, **Village of Hampton** apparel, cellular phones, keys, user names, passwords, access codes, key cards, documents, electronic files, badges, computers and/or other electronic devices. Any employee who refuses to return Village of Hampton property, or fails to return Village of Hampton property after receiving a request for the return of such property, may be subject to criminal action for theft or embezzlement.

Section 8 - PURCHASING

General: The purchase of goods and services is required on a daily basis in order to conduct Village business effectively and efficiently. It is often impractical to bring each and every purchase before the Board of Trustees or other committee for approval prior to the purchase. It is therefore the purpose of this policy to establish standardized procedures for the purchase of such goods and/or services by those employees and officials that are required to on behalf of the Village in the performance of their duties.

Purpose: The purpose of this policy is to establish written procedures for purchasing goods and services for the Village of Hampton. This policy may not be changed without approval of the Board of Trustees.

Scope: This policy applies to any and all goods and services purchased for the Village of Hampton.

Purchasing Terms: Purchasing terms for the Village are "Net 30 Days." Operating cash is invested in 30 day Certificates of Deposit (CDs) on a rotational basis. Cashing CDs early often times results in lost interest income and/or penalties. Every effort should be made to inform vendors of these terms when arranging for the purchase of goods or services. Exceptions are at times necessary and will be approved by the Board of Trustees in advance. The billing address for all purchases made on behalf of the Village is: Village of Hampton, PO Box 77, Hampton, IL 61256-0077

Purchasing Authority: The following officers and employees have the authority to purchase goods and services for the Village by virtue of their job title:

- o President of the Board of Trustees.
- o Trustees.
- o Clerk/Collector.
- o Deputy Clerk
Supervisor of Public Works.
- o Fire / Rescue Chief.
- o Event Coordinator

Purchasing Limits: Any Village officer or employee listed in paragraph D is authorized to spend, in emergency situation, up to one thousand dollars (\$1,000.00) total (in one single transaction or between multiple transactions) between regularly scheduled Board of Trustees meetings without prior approval from the Board of Trustees. Purchases over this limit may be verbally approved on a case by case basis by a minimum of four (4) Trustees and the President. Approvals that exceed the spending limit set forth in this paragraph should be used for emergency purchases only.

Purchase Orders: Purchase orders will be used for all purchases of goods and services for the Village with the following exceptions:

- Monthly recurring utility bills, (i.e. telephone, gas & electricity, etc.)
- Allowances (i.e. auto, phone, etc.)
- Federal and State Tax payroll payments.
- Illinois Municipal Retirement Fund (I.M.R.F.) payments.
- Health and Life Insurance premiums.
- Travel vouchers.
- Monthly or annual loan and/or bond payments.

Purchase Orders will have a minimum of the following information when submitted for payment:

- The date of the purchase or date the order was placed.
- The vendor's name and billing address.
- Ship to information. For services or goods picked up at the vendor, check the "picked up" box.
- The quantity of goods purchased and/or a description of the services requested.
- Signature of the person initiating the purchase order.

Purchase orders with the invoice (when available) should be turned in to the Clerk as soon as practical within seven (7) days so processing for payment can begin. Do not wait for invoices or statements to be mailed.

Reimbursement: Reimbursement for goods or services paid for out-of-pocket requires a purchase order to be completed with the original receipt attached prior to being submitted for reimbursement. Any credit card numbers that appear on the sales slip or invoice should be blacked out prior to submitting for payment. For petty cash reimbursements, refer to the Petty Cash Policy.

Village Credit Card Purchases: The Village has a credit card account through the official depositor of Village funds. This credit card account exists for the purpose of facilitating certain types of expenditures that typically require a credit card and from vendors who do not offer thirty (30) day billing for purchases or do not accept purchase orders.

Authorized Credit Card Holders: The following officers and department heads will have a Village of Hampton credit card issued in their name to use for Village purchases:

- **President of the Board of Trustees.**
- **Trustees**
- **Clerk/Collector**
- **Deputy Clerk**
- **Director of Public Works**
- **Fire / Rescue Chief**
- **Event Coordinator**

Authorized Credit Card Purchases: Credit cards can be used for any authorized purchase according to the limits set forth in paragraphs D and E of this policy. Village credit cards are not to be used for personal expenses, even if the expenses are to be reimbursed to the Village. Individuals who have a Village credit card will be held responsible for its use or misuse.

Credit Card Purchase Orders: Purchase orders will still be utilized for credit card purchases. In order to differentiate purchases made with credit cards and vendor charges, credit card purchase orders are available from the Clerk to be used for purchases made with credit cards.

Taxes: The Village is exempt from paying sales tax and certain Federal taxes. Copies of the Village's Tax Exempt Certificate are available from the Clerk and will be used for all purchases to prevent paying sales tax. Purchases made out-of-pocket and will most likely be subject to sales tax and should be kept to a minimum.

Receipts: All receipts are to be turned into the Clerk within fourteen (14) days of the transaction or the officers or department heads will be held responsible to pay the Village for the transaction. All receipts should be detailed, to not include unauthorized purchases.

Cardholders: Each cardholder shall be solely responsible and accountable for any and all purchases made on their card. No other person except for those name on the credit card shall be allowed to make purchases with or using a Village credit card without prior written approval by the chair of the appropriate department committee or a minimum of three (3) Trustees.

Expense Reimbursement Form

At least three business days in advance of incurring an expense for an authorized expenditure, the following minimum documentation must be submitted, in writing, to the **Village of Hampton**:

Name of Employee: _____

Title: _____

Description of Expense:

Expected Date of Expenditure: _____

Estimated Expense Amount: \$ _____

APPROVAL

Approving Dept. Head: _____

Approving Dept. Head Signature: _____

Date of Approval: _____

Within 30 calendar days after incurring the expense, and following approval, the employee shall submit appropriate supporting documentation (*i.e.*, receipt). Where supporting documentation is nonexistent, missing or lost, the employee shall submit a signed statement regarding any such receipts.

Actual Expense Amount: \$ _____

Employee Signature

Date

ACKNOWLEDGEMENT

By signing below, I acknowledge that I have received a copy of the **Village of Hampton** Personnel Policy Manual (Manual) and understand that it is my responsibility to read and become familiar with its contents. I further understand that it is my responsibility to ask questions of my immediate supervisor and/or another appropriate member of management if I do not understand any of the information contained in the Manual and that I am required to abide by and observe all of the information and rules, policies, and procedures explained therein.

I acknowledge that nothing in the Manual constitutes a contract or promise of employment and that unless otherwise provided in a collective bargaining agreement or individual employment contract, my employment is “at-will,” which means that the employment relationship may be terminated at any time for any lawful reason with or without cause or notice.

I agree to abide by and observe all of the information and rules, policies, and procedures set forth in the Manual and understand that **Village of Hampton’s** rules, policies, and procedures may be changed from time to time, with or without notice, and that this Manual supersedes and replaces any and all prior Manuals.

Printed Name

Signature

Date Signed

Village of Hampton
**Municipal
Disciplinary Policy**

1.1 SAFETY DISCIPLINARY POLICY

In order to maintain a safe and healthy workplace, employees must be cognizant and aware of all municipal, state, and federal safety and health regulations as they apply to specific job duties at the **Village of Hampton**. All employees, including all levels of management, will be held accountable for obeying workplace safety and health rules. Failure to comply with municipal policies and procedures can result in employee injuries as well as citations from state and federal agencies. Employees who fail to comply with safety and health policies and procedures will be disciplined for noncompliance.

The following disciplinary policy is in effect and applicable to all safety and health violations. The following steps should be followed unless the seriousness of the violation would dictate, in the sole discretion of **Village of Hampton**, advancing the discipline directly to Step 2, Step 3, or Step 4.

- Step 1** – A first violation will be discussed in person between a supervisor and the employee accompanied by President or Board Chair if warranted. This should be done as soon as possible.
- Step 2** – A second violation will result in written documentation of the offense and will be entered into the employee's permanent personnel record.
- Step 3** – A third violation will result in time off without pay and written documentation of the offense in the employee's permanent personnel record.
- Step 4** – A fourth or subsequent violation may result in dismissal.

If the disciplined employee requests a review of the disciplinary action, the supervisor will review the situation and make a recommendation to the President and Board of Trustees, which reserves the right for final decision.

EMPLOYEE DISCIPLINARY NOTICE

Employee Name: _____

Department: _____

Location: _____

Verbal Warning:

Written Warning:

Suspension: From _____ To _____

You have received the discipline listed above, because:
(Please describe the infraction requiring discipline)

Corrective Action:
(Please describe the corrective action that the employee is expected to take in response to the discipline)

This notice will become a permanent part of your personnel file. This is a serious matter. You should take corrective action immediately. Future discipline for the same or unrelated reasons may lead to further action including termination from employment.

Employee Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

