

**Glen Ellyn Park District
Board of Commissioners
Workshop Meeting
February 2, 2021
185 Spring Avenue
7:00 p.m.**

Due to the shutdown of all Park District facilities in response to COVID-19, meetings of the Park Board of Commissioners will be held by Zoom conference until further notice as permitted by the Gubernatorial Disaster Proclamation in Response to COVID-19 (COVID-19 Executive Order 5) exempting the requirement of the Open Meetings Act for the physical presence of the Commissioners at the meeting and permitting Commissioner attendance by video, audio, or telephone access.

This meeting will be conducted by audio or video conference without a physically present quorum of the Glen Ellyn Park District Board of Commissioners because of a disaster declaration related to COVID-19 public health concerns affecting the jurisdiction of the Park District. The President of the Board of Commissioners has determined that an in-person meeting at the Spring Avenue Recreation Center, located at 185 Spring Avenue in Glen Ellyn, with all participants is not practical or prudent because of the disaster. Commissioners, the Executive Director, Staff and chief legal counsel will not all be physically present at the 185 Spring Avenue address in Glen Ellyn, due to the disaster. Physical public attendance at the 185 Spring Avenue address in Glen Ellyn may be limited or not feasible, so alternative arrangements for public access to hear the meeting are available via the instructions listed below. The meeting will also be audio or video recorded and made available to the public, as provided by law.

The public is invited to join the conference. Please email Dave Harris at dharris@gepark.org for the Meeting ID and password by 6:30pm on the Tuesday of the meeting. Plan to join the meeting 5-10 minutes before the start of the meeting at 7pm.

Public participation instructions:

Members of the public will be automatically muted, therefore, please email any public comment to Dave Harris at dharris@gepark.org by 6:30pm on the Tuesday of the meeting. Emailed comments will be read into the official record during this meeting.

- I. Call to Order**
- II. Roll Call of Commissioners**
- III. Pledge of Allegiance**
- IV. Changes to the Agenda**
- V. Public Participation**
- VI. Voucher List of Bills Totaling \$64,173.66**
- VII. WDSRA Review & Update / Sandy Gbur, Executive Director**

- VIII. Glen Ellyn Park District Personnel Policy Updates**
- IX. Section 125 Plan Document**
- X. Coronavirus (COVID-19) District Update**
- XI. Staff Reports**
- XII. Commissioners' Reports**
- XIII. Adjourn**

Accounts Payable

Voucher Approval Document

Warrant Request Date: 2/2/2021



Glen Ellyn Park District

Voucher List Presented to the Board of Commissioners

To the Executive Director:

The payment of the attached list of bills has been approved by the Park District Board of Commissioners and as of the date signed below, you are hereby authorized to pay them from the appropriate funds.

Treasurer: _____

Date: _____

10	Corporate Fund	\$	16,195.37
20	Recreation Fund		37,206.96
55	Special Recreation Fund		1,000.00
94	Capital Improvements Fund		9,771.33
	Report Total:	\$	<u>64,173.66</u>

Accounts Payable

Computer Check Proof List by Vendor



User: cyocum
 Printed: 01/28/2021 - 9:36AM
 Batch: 00012.01.2021

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 200222	Accurate Repro Inc.			Check Sequence: 1	ACH Enabled: False
168087	Posters	106.30	02/03/2021	20-00-000-521650-0000	
168414	Signs/Banners	63.36	02/03/2021	20-30-475-530425-0000	
	Check Total:	169.66			
Vendor: 200434	Advocate Occupational Health			Check Sequence: 2	ACH Enabled: False
784787	Drug & Alcohol Screening	93.00	02/03/2021	10-00-000-585820-0000	
785283	Random DOT Fee	200.00	02/03/2021	10-00-000-585820-0000	
	Check Total:	293.00			
Vendor: 200747	AHYAA			Check Sequence: 3	ACH Enabled: False
	Tournament Fees	500.00	02/03/2021	20-21-000-525500-1112	
	Check Total:	500.00			
Vendor: 103170	Alexander Equipment Company			Check Sequence: 4	ACH Enabled: False
173523	Chain Saw Parts	115.75	02/03/2021	10-10-000-530210-0000	
	Check Total:	115.75			
Vendor: 103977	Anderson Pest Control			Check Sequence: 5	ACH Enabled: False
7395243	2/2021 Pest Control	32.68	02/03/2021	10-10-000-521600-0000	
7395243	2/2021 Pest Control	26.08	02/03/2021	20-30-150-521600-0000	
7395243	2/2021 Pest Control	100.48	02/03/2021	20-30-200-521600-0000	
7395243	2/2021 Pest Control	27.74	02/03/2021	20-00-000-521600-0000	
7395243	2/2021 Pest Control	59.36	02/03/2021	20-30-100-521600-0000	
7395243	2/2021 Pest Control	34.86	02/03/2021	20-30-500-521600-0000	
7395243	2/2021 Pest Control	109.18	02/03/2021	20-30-450-521600-0000	
7395243	2/2021 Pest Control	38.81	02/03/2021	20-30-300-521600-0000	
7395243	2/2021 Pest Control	15.36	02/03/2021	20-21-000-525500-1236	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	444.55			
Vendor: 108315 P35318195	Batteries Plus Battery	18.95	02/03/2021	Check Sequence: 6 20-30-475-530425-0000	ACH Enabled: False
	Check Total:	18.95			
Vendor: 107293	Bloomington Blast Tournament Fees Tournament Fees	275.00 275.00	02/03/2021 02/03/2021	Check Sequence: 7 20-21-000-525500-1112 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	550.00			
Vendor: 135160 911362657	BSN Sports Baseballs	2,240.00	02/03/2021	Check Sequence: 8 20-21-000-535500-1232	ACH Enabled: False
	Check Total:	2,240.00			
Vendor: 113916 54610	Chicago Fire & Burglar Inc. Yearly Monitoring	359.40	02/03/2021	Check Sequence: 9 20-21-000-525500-1232	ACH Enabled: False
	Check Total:	359.40			
Vendor: 115285	ComEd 12/14-1/15/2021 Electric	58.57	02/03/2021	Check Sequence: 10 10-00-000-570100-0000	ACH Enabled: False
	Check Total:	58.57			
Vendor: 115438 20141-1J	Cooling Equipment Service, Inc. Deposit RTU #7 Replacement	4,917.00	02/03/2021	Check Sequence: 11 94-90-875-575180-0000	ACH Enabled: False
	Check Total:	4,917.00			
Vendor: 200388	James Craig Winter Classes	297.50	02/03/2021	Check Sequence: 12 20-30-300-530907-0000	ACH Enabled: False
	Check Total:	297.50			
Vendor: 200506	Alicia Donovan MasterMom's	357.00	02/03/2021	Check Sequence: 13 20-22-000-525500-2364	ACH Enabled: False
	Check Total:	357.00			
Vendor: 119285	Dreisilker Motors			Check Sequence: 14	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
173386	HVAC Fan	529.10	02/03/2021	20-30-200-550300-0000	
	Check Total:	529.10			
Vendor: 119690	DuPage Co. Public Works Water	50.28	02/03/2021	20-00-000-570400-0000	ACH Enabled: False
	Check Total:	50.28			
Vendor: 202037 13698 13698	DYOPATH LLC Anti-Virus 1/2021 Anti-Virus 1/2021	242.84 242.84	02/03/2021 02/03/2021	10-00-000-521400-0000 20-00-000-521400-0000	ACH Enabled: False
	Check Total:	485.68			
Vendor: 200761	ePact Network Ltd. Summer Camps Summer Camps	425.00 425.00	02/03/2021 02/03/2021	20-24-000-525500-4626 20-24-000-525500-4625	ACH Enabled: False
	Check Total:	850.00			
Vendor: 130257	Game Day USA Tournament Fees Tournament Fees	1,020.00 467.50	02/03/2021 02/03/2021	20-21-000-525500-1233 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	1,487.50			
Vendor: 132083 689811	Goldy Locks, Inc. Paddle Door Repairs	300.00	02/03/2021	20-30-350-530210-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: 132271 9764390424 9770229350 9770859644 9776790793	Grainger, Inc. Ballast Lightbulbs Batteries Bolt	68.56 54.00 40.95 12.60	02/03/2021 02/03/2021 02/03/2021 02/03/2021	20-30-450-541300-0000 20-30-450-541300-0000 10-10-000-530300-0000 10-10-000-530300-0000	ACH Enabled: False
	Check Total:	176.11			
Vendor: 202130	Michelle Hartnett Return Key Deposit	50.00	02/03/2021	10-00-000-260100-0000	ACH Enabled: False
	Check Total:	50.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202132	Illinois Irish Softball Tournament Fees	300.00	02/03/2021	Check Sequence: 22 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	300.00			
Vendor: 145940	JP Sports Tournament Fees	500.00	02/03/2021	Check Sequence: 23 20-21-000-525500-1233	ACH Enabled: False
	Check Total:	500.00			
Vendor: 200234 53599	Marathon Sportswear Uniforms	964.51	02/03/2021	Check Sequence: 24 20-21-000-535500-1124	ACH Enabled: False
	Check Total:	964.51			
Vendor: 156599 59100 59294 59374 59541 59766 60248	Menard's, Inc. Shovels Painting Supplies Lightbulbs Hardware Platform Repairs Supplies	74.68 13.56 35.13 38.58 30.73 45.04	02/03/2021 02/03/2021 02/03/2021 02/03/2021 02/03/2021 02/03/2021	Check Sequence: 25 20-30-350-541300-0000 10-10-000-530300-0000 10-10-000-550300-0000 94-90-920-575180-0000 20-30-350-541300-0000 20-30-350-541300-0000	ACH Enabled: False
	Check Total:	237.72			
Vendor: 198916 263220	Nameplate & Panel Technology Tag Replacement	38.00	02/03/2021	Check Sequence: 26 94-90-000-575110-0000	ACH Enabled: False
	Check Total:	38.00			
Vendor: 161205	Nicor Gas 12/16-1/18/2021 Gas	126.80	02/03/2021	Check Sequence: 27 10-00-000-570200-0000	ACH Enabled: False
	Check Total:	126.80			
Vendor: 161360	NRPA Membership Dues Membership Dues	437.50 437.50	02/03/2021 02/03/2021	Check Sequence: 28 10-00-000-585250-0000 20-00-000-585250-0000	ACH Enabled: False
	Check Total:	875.00			
Vendor: 202131	Office Furniture Solutions Board Room Improvements	332.50	02/03/2021	Check Sequence: 29 94-90-920-575180-0000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	332.50			
Vendor: 202085 119257	Ozinga Materials Ballast	288.46	02/03/2021	Check Sequence: 30 10-00-000-585850-0000	ACH Enabled: False
	Check Total:	288.46			
Vendor: 117155	Paddock Publications Subscription 1/23-3/19/2021 Subscription 1/23-3/19/2021	145.20 145.20	02/03/2021 02/03/2021	Check Sequence: 31 10-00-000-585250-0000 20-00-000-585250-0000	ACH Enabled: False
	Check Total:	290.40			
Vendor: 200726 5679E	Parvin-Clauss Sign Company Inc. Co-Op Sign	4,399.00	02/03/2021	Check Sequence: 32 94-90-820-575120-0000	ACH Enabled: False
	Check Total:	4,399.00			
Vendor: 200177 257809	Performance Chemical & Supply, Inc. Maintenance Supplies	1,441.72	02/03/2021	Check Sequence: 33 20-30-100-530300-0000	ACH Enabled: False
	Check Total:	1,441.72			
Vendor: 199121 3104465438 3104465438	Pitney Bowes Global Quarterly Lease Quarterly Lease	196.23 196.23	02/03/2021 02/03/2021	Check Sequence: 34 10-00-000-521400-0000 20-00-000-521400-0000	ACH Enabled: False
	Check Total:	392.46			
Vendor: 173350 38013	Randall Pressure Systems Inc. Hose Clamps	168.29	02/03/2021	Check Sequence: 35 20-30-300-541300-0000	ACH Enabled: False
	Check Total:	168.29			
Vendor: 173885 224862	Regional Truck Equipment Breaker Switch	28.40	02/03/2021	Check Sequence: 36 10-10-000-530340-0000	ACH Enabled: False
	Check Total:	28.40			
Vendor: 175536	Roselle Rockers Tournament Fees Tournament Fees	500.00 800.00	02/03/2021 02/03/2021	Check Sequence: 37 20-21-000-525500-1112 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	1,300.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 176093 10512078	Russo Power Equipment Chainsaw Parts	1.98	02/03/2021	Check Sequence: 38 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	1.98			
Vendor: 178058	Seminole Sports, LLC Tournament Fees Tournament Fees	1,020.00 460.00	02/03/2021 02/03/2021	Check Sequence: 39 20-21-000-525500-1112 20-21-000-525500-1233	ACH Enabled: False
	Check Total:	1,480.00			
Vendor: 200764	Michael Semprevivo Private Lessons	650.00	02/03/2021	Check Sequence: 40 20-21-000-525500-1232	ACH Enabled: False
	Check Total:	650.00			
Vendor: 178570 1147-8 2955-2	Sherwin Williams Co. Paint Paint	46.58 21.09	02/03/2021 02/03/2021	Check Sequence: 41 10-10-000-530600-0000 10-10-000-530600-0000	ACH Enabled: False
	Check Total:	67.67			
Vendor: 201768 95796 95796 95796 95796 95796 95796 95796	S-NET Communications 2/2020 Phone Service 2/2020 Phone Service 2/2020 Phone Service 2/2020 Phone Service 2/2020 Phone Service 2/2020 Phone Service 2/2020 Phone Service	522.86 121.48 522.86 256.64 16.08 97.99 50.96	02/03/2021 02/03/2021 02/03/2021 02/03/2021 02/03/2021 02/03/2021 02/03/2021	Check Sequence: 42 10-00-000-570300-0000 10-10-000-570300-0000 20-00-000-570300-0000 20-30-100-570300-0000 20-30-150-570300-0000 20-30-300-570300-0000 20-30-500-570300-0000	ACH Enabled: True
	Check Total:	1,588.87			
Vendor: 199727 100671900	South Side Control Supply Co. Inducer Assembly	321.95	02/03/2021	Check Sequence: 43 20-30-450-541300-0000	ACH Enabled: False
	Check Total:	321.95			
Vendor: 202061 005031 005031	Springbrook Holding Company, LLC Annual Maintenance Annual Maintenance	5,575.60 5,575.60	02/03/2021 02/03/2021	Check Sequence: 44 10-00-000-521400-0000 20-00-000-521400-0000	ACH Enabled: False
	Check Total:	11,151.20			
Vendor: 200154	St. Charles Silver Hawks			Check Sequence: 45	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Tournament Fees	550.00	02/03/2021	20-21-000-525500-1112	
	Check Total:	550.00			
Vendor: 181118	Staples Advantage			Check Sequence: 46	ACH Enabled: False
	Office Supplies	51.35	02/03/2021	10-00-000-530100-0000	
	Office Supplies	51.35	02/03/2021	20-00-000-530100-0000	
	Check Total:	102.70			
Vendor: 199693 7153241603	Suburban Elevator Company Elevator Repairs	708.00	02/03/2021	Check Sequence: 47 20-30-200-521600-0000	ACH Enabled: False
	Check Total:	708.00			
Vendor: 202128	Sycamore Girls Softball			Check Sequence: 48	ACH Enabled: False
	Tournament Fees	300.00	02/03/2021	20-21-000-525500-1112	
	Tournament Fees	300.00	02/03/2021	20-21-000-525500-1112	
	Check Total:	600.00			
Vendor: 188120 404776 404777	Unique Products & Service Corporation Cleaner Cleaner	98.12 98.12	02/03/2021 02/03/2021	Check Sequence: 49 20-30-200-530310-0000 20-30-450-530310-0000	ACH Enabled: False
	Check Total:	196.24			
Vendor: 199264 4860384 4866785	Warehouse Direct Facemasks Maintenance Supplies	454.55 133.50	02/03/2021 02/03/2021	Check Sequence: 50 10-00-000-585850-0000 20-30-100-530300-0000	ACH Enabled: False
	Check Total:	588.05			
Vendor: 193195 N01648 N01880 PF9010	West Side Tractor Sales Z Turn Repairs Gator Winterizing Grinder Repairs	344.64 160.45 109.48	02/03/2021 02/03/2021 02/03/2021	Check Sequence: 51 10-10-000-530210-0000 10-10-000-530210-0000 10-10-000-530210-0000	ACH Enabled: False
	Check Total:	614.57			
Vendor: 194647	Winfield Wolverines Tournament Fees	1,000.00	02/03/2021	Check Sequence: 52 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	1,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	45,554.54			
	Total of Number of Checks:	52			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 01/26/2021 - 10:17AM
 Batch: 00011.01.2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 202129	AEP Energy			Check Sequence: 1	ACH Enabled: False
	12/2020 Electricity	332.63	01/26/2021	20-30-350-570100-0000	
	12/2020 Electricity	24.93	01/26/2021	20-00-000-570100-0000	
	Check Total:	357.56			
Vendor: 146213	Albertsons/Safeway			Check Sequence: 2	ACH Enabled: False
	Staff Meeting	20.08	01/26/2021	10-00-000-585290-0000	
	Staff Meeting	20.09	01/26/2021	20-00-000-585290-0000	
	Check Total:	40.17			
Vendor: 103977	Anderson Pest Control			Check Sequence: 3	ACH Enabled: False
Various	11/20 & 12/20 Pest Control	65.36	01/26/2021	10-10-000-521600-0000	
Various	11/20 & 12/20 Pest Control	52.16	01/26/2021	20-30-150-521600-0000	
Various	11/20 & 12/20 Pest Control	200.96	01/26/2021	20-30-200-521600-0000	
Various	11/20 & 12/20 Pest Control	55.48	01/26/2021	20-00-000-521600-0000	
Various	11/20 & 12/20 Pest Control	118.72	01/26/2021	20-30-100-521600-0000	
Various	11/20 & 12/20 Pest Control	69.72	01/26/2021	20-30-500-521600-0000	
Various	11/20 & 12/20 Pest Control	218.36	01/26/2021	20-30-450-521600-0000	
Various	11/20 & 12/20 Pest Control	77.62	01/26/2021	20-30-300-521600-0000	
Various	11/20 & 12/20 Pest Control	30.72	01/26/2021	20-21-000-525500-1236	
	Check Total:	889.10			
Vendor: 108315	Batteries Plus			Check Sequence: 4	ACH Enabled: False
P35030111	Ballasts	18.95	01/26/2021	20-30-350-530210-0000	
	Check Total:	18.95			
Vendor: 112970	Carquest Auto Parts			Check Sequence: 5	ACH Enabled: False
	Equipment Repairs	21.44	01/26/2021	10-10-000-530210-0000	
	Fleet Repairs	940.96	01/26/2021	10-10-000-530340-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	962.40			
Vendor: 202127	Fox Valley Blues Umpires Association Umpire Fees	2,038.00	01/26/2021	Check Sequence: 6 20-21-000-525500-1112	ACH Enabled: False
	Check Total:	2,038.00			
Vendor: 129900	Future Pros Private Training	5,580.00	01/26/2021	Check Sequence: 7 20-21-000-525500-1126	ACH Enabled: False
	Check Total:	5,580.00			
Vendor: 135825 37004558	Heritage FS Inc. 12/2020 Diesel Fuel	452.06	01/26/2021	Check Sequence: 8 10-10-000-530500-0000	ACH Enabled: False
	Check Total:	452.06			
Vendor: 198916 260209	Nameplate & Panel Technology Plaque	46.25	01/26/2021	Check Sequence: 9 94-90-000-575110-0000	ACH Enabled: False
	Check Total:	46.25			
Vendor: 174009 455254-8	Rental Max Trencher Rental	157.92	01/26/2021	Check Sequence: 10 10-10-000-530220-0000	ACH Enabled: False
	Check Total:	157.92			
Vendor: 200543 400493-11	Segal Consulting GASB 75 Actuarial Valuation	2,250.00	01/26/2021	Check Sequence: 11 10-00-000-521900-0000	ACH Enabled: False
	Check Total:	2,250.00			
Vendor: 200963	T-Mobile 12/12-1/11/2021 AED Monitoring	34.64	01/26/2021	Check Sequence: 12 10-00-000-585815-0000	ACH Enabled: False
	Check Total:	34.64			
Vendor: 200495	Village of Glen Ellyn-Fuel 12/2020 Fuel	1,488.68	01/26/2021	Check Sequence: 13 10-10-000-530500-0000	ACH Enabled: False
	Check Total:	1,488.68			
Vendor: 200066	Walmart Community/SYNCB Event Supplies	69.19	01/26/2021	Check Sequence: 14 20-26-000-535500-6830	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Event Supplies	40.00	01/26/2021	20-26-000-535500-6830	
	Staff Recognition	264.13	01/26/2021	20-24-000-535500-4610	
	Check Total:	373.32			
Vendor: 192415	Eric Wassell			Check Sequence: 15	ACH Enabled: True
	Boot Reimbursement	50.00	01/26/2021	10-00-000-585815-0000	
	Check Total:	50.00			
	Total for Check Run:	14,739.05			
	Total of Number of Checks:	15			

Accounts Payable

Computer Check Proof List by Vendor

User: cyocum
 Printed: 01/19/2021 - 11:22AM
 Batch: 00007.01.2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 103170 173148	Alexander Equipment Company Chainsaw/Supplies	296.95	01/19/2021	Check Sequence: 1 10-10-000-521370-0000	ACH Enabled: False
	Check Total:	296.95			
Vendor: 199528	Baseball 365 Tournament Fees	495.00	01/19/2021	Check Sequence: 2 20-21-000-525500-1233	ACH Enabled: False
	Check Total:	495.00			
Vendor: 202037 13415 13415	DYOPATH LLC 12/2020 Anti-Virus 12/2020 Anti-Virus	242.84 242.84	01/19/2021 01/19/2021	Check Sequence: 3 10-00-000-521400-0000 20-00-000-521400-0000	ACH Enabled: False
	Check Total:	485.68			
Vendor: 201768 93737 93737 93737 93737 93737 93737 93737	S-NET Communications 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service 1/2021 District-Wide Phone Service	522.44 19.67 54.32 124.26 258.35 522.45 100.95	01/06/2021 01/06/2021 01/06/2021 01/06/2021 01/06/2021 01/06/2021 01/06/2021	Check Sequence: 4 20-00-000-570300-0000 20-30-150-570300-0000 20-30-500-570300-0000 10-10-000-570300-0000 20-30-100-570300-0000 10-00-000-570300-0000 20-30-300-570300-0000	ACH Enabled: True
	Check Total:	1,602.44			
Vendor: 193185 Bash	WDSRA Sponsorship	1,000.00	01/19/2021	Check Sequence: 5 55-00-000-575350-0000	ACH Enabled: False
	Check Total:	1,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	3,880.07			
	Total of Number of Checks:	5			



MEMO

February 2, 2021

TO: Park District Board of Commissioners
FROM: Dave Harris, Executive Director
RE: Western DuPage Special Recreation Association (W.D.S.R.A.)

W.D.S.R.A. is a recreation agency serving those with special needs. The organization serves more than 4,500 individual children and adults with special needs in over 1500 recreation programs, trips, and special events annually. Additionally, W.D.S.R.A. reaches more than 15,000 people through services, events, and community awareness. The nationally acclaimed organization is a cooperative extension of the Bloomingdale, Carol Stream, Naperville, Roselle, Warrenville, West Chicago, Wheaton, Winfield, and Glen Ellyn Park Districts. Their mission is “the development of individuals through recreation”. Many Glen Ellyn residents take part in W.D.S.R.A.’s offerings with several of their programs taking place in the District including the “Rec and Roll” program, wheelchair basketball, and drop-in center and group exercise programs. Additionally, W.D.S.R.A. provides support and assistance to people with special needs who participate in local park district programs. The inclusion services allow participation in nearly all park district programs and are at no cost to the individual.

W.D.S.R.A. Executive Director, Sandy Gbur, will present an overview and update regarding the organization. This will likely be Sandy’s last presentation before the Glen Ellyn Park District as she is retiring in June of this year. Sandy has had an amazing career working almost 44 years at three special recreation associations while completing her tenure at W.D.S.R.A. She will have served as the W.D.S.R.A. Executive Director for nearly 10 years and during that time the association has experienced tremendous growth and improvement under her strong and passionate leadership. While Sandy will certainly be missed, the Glen Ellyn Park District appreciates her years of service and wishes her much success in her future endeavors.

Before Sandy provides her presentation, the Glen Ellyn Park District has a few small tokens of our appreciation. Additionally, a commemorative tree will be planted within Ackerman Park on her behalf.



MEMO

January 28, 2021

TO: Park District Board of Commissioners

FROM: Nicholas Cinquegrani, Superintendent of Finance & Personnel
Lynn Wiltfong, Human Resources Generalist & Safety Coordinator

CC: Dave Harris, Executive Director

RE: Park District Policy Manual Updates

Please find attached proposed updates to the Park District's Personnel Policy manual. To expedite the approval process, all policies below have been reviewed and approved by legal counsel. All policies were based off a combination of previous Glen Ellyn Park District policies, recommendations from the Park District Risk Management Agency (PDRMA) and/or the Society for Human Resource Management (SHRM).

While the attached section(s) are lengthy, these updates are for all of Chapter III – Personnel Policies, Sections 7.00 through 9.00, *in their entirety*. Many of the policies have been updated for compliance purposes, to provide clarity and ensure consistency throughout the policy manual. Once these sections are finalized and approved, this will complete the entirety of updates to the Personnel Policy Section of the GEPD Employee Policy Manual.

Nearly all policies have had some modification; however, below is a list of NEW policies being added:

Section 7.00 Payroll Policies and Procedures

- 7.11 Payroll Deductions
- 7.15 Recording of Hours Worked

Section 8.00 Employment Conduct, Rules and Regulations

- 8.01 Compliance with District Policies and Procedures
- 8.02 Compliance with Supervisory Directives
- 8.03 Employee Code of Conduct
- 8.09 Carelessness Policy
- 8.10 Alcohol, Substance Abuse and Smoking (Smoking portion is NEW)
- 8.11 Security and Keys
- 8.12 Workplace Wrongdoing Policy
- 8.13 Workplace Bullying Policy
- 8.14 Search of Lockers, Desks, and Other Park District Property
- 8.18 Use of District Computer Systems

- 8.19 Physical Security and Maintenance of Computer Assets
- 8.20 E-Mail and Internet Policy
- 8.21 Social Media, Blogging and Personal Websites
- 8.22 Audio and Video Recording Policy
- 8.27 Romantic or Sexual Relationships

Section 9.00 Safety in the Workplace (Proposed New Section)

- 9.02 Safety Committee
- 9.04 Your Right to Know
- 9.06 Violence in the Workplace
- 9.07 Weapons Policy
- 9.08 Inclement Weather/Emergency Closing Policy

Staff Recommendation:

Staff recommends placing the above amended policies on the consent agenda for the Regular Board meeting scheduled for February 16th.

Information in BLACK is provided in the current Personnel Policy.

Information in RED is proposed changes to the Personnel Policy.

7.01 Compensation Program

The goal of the Glen Ellyn Park District's compensation program is to attract well qualified potential employees, meet the needs of all current employees, and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both the employee and the Glen Ellyn Park District's needs. The Glen Ellyn Park District is committed to providing competitive pay and benefits to attract and retain competent and service-oriented employees.

It is the desire of the Glen Ellyn Park District and its Board of Commissioners to pay all regular employee wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable.

As such, the Park District will develop and maintain a wage scale for all exempt and non-exempt positions. This scale will be based on salary recommendations outlined in the Illinois Park & Recreation Association Annual Salary Survey, and will be developed in conjunction with other factors including but not limited to: geographic location, changes in cost of living, and position comparisons.

Under usual and appropriate circumstances, full-time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including without limitation, performance. Any adjustments generally will be effective at the beginning of the fiscal year or on a schedule pre-determined by the Executive Director. Part-time employees will be considered for salary adjustments based on several factors, including without limitation, performance and length of service. Those increases will take place at the beginning of the fiscal year for year-round employees and at the beginning of the program or season when that is applicable. All wage increases will be documented with a reason, including an explanation, and approved by the department head and Executive Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal.

The department heads may, at any time during the year, recommend a special adjustment to an employee's wage for reasons including but not limited to the end of an introductory period, position modifications or assignment of extra duties, subject to the Executive Director's approval. All salary and wage decisions are the sole discretion of the Park District.

"Managerial and Supervisory Personnel" shall mean any individual who is engaged predominantly in executive and management functions and is charged with the responsibility of directing the effectuation of such management policies and practices. Such personnel devote a preponderance of their employment time to exercising such authority. Managerial and supervisory personnel have the authority, in the interest of the District, to exercise responsibility to one or more of the following as determined by the Board or Executive Director: to hire, transfer, suspend, lay off, recall, promote, discharge, direct, reward or discipline employees, or to address their grievances, or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature, but requires the consistent use of independent judgment. Such personnel typically include, but are not limited to, the Executive Director, Superintendents, Facility Managers and Supervisors.

The manner of compensation shall be indicated by the designation "salaried" or "hourly" as follows:

- A. "Salaried" shall mean personnel employed and paid a wage for the service performed and not the hours worked. Salaried employees typically include, but are not limited to, the Executive Director, Superintendents, Managers, and Recreation Supervisors.

- B. "Hourly" shall mean personnel employed and paid an hourly rate for actual hours worked. Hourly employees typically include, but are not limited to, operations, specialists, equipment operator, electrician, carpenter, mechanic, custodian, and parks maintenance personnel.
- C. Confidential Employees
Confidential employees are those employees who in the regular course of their duties, assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations or who in the regular course of their duties have authorized access to information relating to the effectuation or review of the District's labor relation policies.

7.02 Establishment of Salary and Wage Schedule

A Salary and Wage Schedule consisting of minimum and maximum rates of pay and intermediate steps shall be established upon recommendation of the Executive Director and approval of the Board. The schedule shall include all full-time District positions with the exception of the Executive Director. Pay ranges shall relate directly to the job description and shall be determined with due regard to the ranges of pay for other positions, the relative difficulty and responsibility of the position, requisite qualifications, availability of employees in particular occupations, prevailing rates of pay for similar employment in private establishments and other municipal governments in the Glen Ellyn area, cost of living factors, the financial policies of the District, and other economic considerations.

7.03 Maintenance and Adjustment

The Superintendent of Finance & Personnel and HR Generalist shall be responsible for maintenance of the Salary and Wage Schedule. Prior to the preparation of each annual budget, the Executive Director may make or cause to have made such comparative studies as he deems necessary of the factors affecting the level of pay ranges. On the basis of these studies the Executive Director may recommend adjustment in the Salary and Wage Schedule to the Board. Such changes may be accomplished by an overall adjustment to the entire Schedule or by the assignment of a higher or lower pay range to a specific position(s).

- A. In the case where a new pay range is assigned, an employee's salary or wage will normally be adjusted so that he has the same relative position within the new pay range as he had in the old. However, an employee's salary or wage will not be reduced as the result of a new pay range assignment. If an employee's current salary or wage is above the maximum of the newly assigned pay range, he will continue to receive his current salary until such time as the pay range is adjusted.

7.04 Appointment Rate

The minimum rate of pay for a position shall be the first step in the pay range and shall be the appointment rate paid upon employment with the District. An appointment rate above the minimum rate of pay may be approved by the Executive Director upon written request from the department head outlining the reasons. Justification for approval shall be limited to recognition of exceptional qualifications or the lack of available qualified applicants at the minimum rate.

7.05 Merit Salary and Wage Increases

Determination of Annual Increases

The Executive Director and Superintendent of Finance & Personnel will present to the Board of Commissioners their recommendation for the salary pool for merit increases on an annual basis as part of the overall budget. The Board must then approve the merit pool prior to any action. All wage increases will go into effect during the first month of the new fiscal year. Wage increases are given upon successfully completing the introductory period and the availability of funding, or at the discretion of the Executive Director.

All employees, with the exception of the Director, may be eligible for a merit salary or wage increase upon successful completion of the probationary introductory period and subsequently in the first month of the fiscal year based on recommendation of the Department Head and approval of the Executive Director including written justification based on evaluation of job performance and other pertinent data and

depending on the financial resources of the District. Merit salary and wage increases more often than specified may be granted by the **Executive** Director based on recommendation of the department head including detailed written justification.

Reaching the Salary Range Maximum

In the event that an employee reaches the top of the salary range for their position, or if the employee exceeds the top of the salary range, the employee's base pay shall remain the same. The employee may be compensated for their service and work performance in the form of an adjustment to be determined during the annual evaluation process at the discretion of the Executive Director and Superintendent of Finance & Personnel. This adjustment would go into effect, subject to the availability of funding, at the start of the new fiscal year when other increases occur, and will be paid out bi-weekly as earned.

Addition of Temporary Duties

As may be necessary to continue to fulfill the District's operational responsibilities, a temporary increase to the entry level of a higher salary range, or an interim salary/wage increase up to 10%, may be granted by the Executive Director, when an employee is assigned special duties, additional workload and responsibilities, or received a temporary promotion to fill a vacancy.

7.06 Salary or Wages in Promotion, Transfer, or Demotion

- A. In the case of a promotion, the salary or wage shall be increased to the minimum rate of pay for the new position. However, if the employee's current salary or wage is more than the minimum rate of pay for the new position, the salary or wage shall be increased to the first step of the new position which will produce a wage increase.
- B. In the case of a transfer, the salary or wage shall remain the same.
- C. In the case of a demotion, the salary or wage may be decreased to the step commensurate with the employee's service time with the District.
- D. Salary and wage changes due to promotion, transfer, or demotion shall be approved by the **Executive** Director upon recommendation of the department head.

7.07 Pay for Part-time Work

When an employee works for a period less than the regularly established number of hours a day, days a week or weeks a month, and is not on authorized vacation, holiday, sick leave or leave of absence, the amount paid shall be proportionate to the hours actually worked at the scheduled pay rate for the position. Under special circumstances, the Director may approve an upward revision of this rate.

7.08 Overtime Compensation

The Glen Ellyn Park District compensates all employees in accordance with the state and federal law, including, but not limited to, the Fair Labor Standards Act (FLSA).

A. Definitions

1. **Exempt Employee:** An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply **and who is paid on a salary basis.**
2. **Non-Exempt Employee:** An employee **paid an hourly rate and** subject to the overtime provisions of the Fair Labor Standards Act.
3. **Workweek:** The workweek begins at 12:01 am Saturday and ends at 12:00 midnight the following Friday.

B. Eligibility and Compliance

1. In the case of appointive, management, supervisory and professional employees, it is implicit in the nature of their positions that time beyond the normal work schedule may often be necessary. These employees are generally exempt from the overtime pay provision of the

Fair Labor Standards Act. However, recognition of this additional work may be made at the discretion of their supervisor **in the form of compensatory time. Compensatory time is not intended to be hour for hour and shall not be tracked on an ongoing basis.** Monetary recognition for additional work shall be approved by the ~~Board~~ **Executive Director** upon recommendation of the ~~Director~~ **supervisor** and department head.

2. Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. The FLSA does not require any leaves of absences such as vacation leave, floating holidays, compensatory time off, or sick leave to be considered as hours worked for overtime purposes. For purposes of overtime calculation, "hours worked" shall **not** include any form of leave, or other non-working time, whether paid or unpaid.
3. **In the event that there is a District observed paid holiday in the work week, the holiday time will be classified as work time in order to calculate any approved additional hours over 40 which would be paid as overtime hours at one and one-half times the hourly rate.**
4. Exempt employees are not eligible for overtime pay.

C. *Overtime Approval*

In an effort to control labor costs, prior approval of the employee's ~~immediate~~ **Full-time** supervisor is required **before** any non-exempt employee works overtime. **Employees who anticipate the need for overtime to complete the week's work must notify their supervisor(s) in advance and obtain approval prior to working hours that extend beyond their normal schedule.** Employees working overtime without approval may be subject to disciplinary action.

D. *Mandatory Overtime*

Due to the nature of the Parks and Recreation field and the public services to be rendered, you may be required to work more than your standard hours per workweek. Depending on the District's work needs, employees may be required to work overtime. **Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for disciplinary action,** ~~Employees are required to work overtime when necessary and any employee's unwillingness or refusal to do so may be cause for disciplinary action,~~ up to and including dismissal.

E. *Consequences of Overuse of Overtime*

Supervisors who authorize staff members to work overtime without prior approval from management will be subject to disciplinary action. Supervisors who continually rely on the use of overtime hours to complete a week's work without it being deemed as extenuating circumstances by management will be subject to disciplinary action.

F. *Compensation*

The District will compensate all non-exempt employees for overtime hours through overtime pay or compensatory time off. The employee may request to be either:

1. Compensated with pay at the rate of 1½ times the regular hourly rate for all hours worked in excess of forty in a single work week; or
2. Compensated through compensatory time off at the rate of 1½ hours for each hour worked in excess of forty hours in a single workweek.
 - a) The maximum compensatory time that may be accrued by an employee is 60 hours (40 hours of actual overtime hours worked).
 - b) Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with the employee's immediate supervisor. Employees shall be permitted to use (compensatory) time within a reasonable period after making

the request if the use of the compensatory time does not unduly disrupt the operations of the District. The employee's immediate supervisor, based upon whether the grant of such requests results in short staffing or other disruption of District's operations, will generally determine the grant of an employee's request for use of compensatory time.

- c) The District, may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.
- d) Non-exempt employees may accumulate no more than 20 hours of compensatory time ~~in a single workweek~~ **at any one time.**
- e) No more than 20 hours of compensatory time may be taken consecutively and must be scheduled with the approval of the immediate supervisor.
- f) All accrued and used compensatory time must be approved by the employee's supervisor and the Executive Director.

D. *Termination of Employment*

Upon termination of employment, payment for accrued compensatory time will be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher.

7.09 **Total Compensation**

Any salary or wage established for a full-time or ~~probationary~~ **introductory** employee shall be the total compensation for the employee, but not to be construed as including health or life insurance protection. Except as otherwise provided, no employee shall receive pay from the District in addition to the salary or wage authorized under the schedules provided in the Salary and Wage Schedule for services rendered by him either in the discharge of his ordinary duties or any additional duties which may be imposed upon him or which he may undertake or volunteer to perform. This provision shall not apply to overtime compensation (Section 7.08), car reimbursement (Section 6.13A), uniform or protective clothing or equipment reimbursement (Section 8.29A), tuition reimbursement (Section 6.11), reimbursement for authorized travel (Section 6.19), ~~the monetary recognition of suggestions for the improvement of District services (Section 6.14),~~ or in other circumstances by Board approval.

7.10 **Payroll Periods and Payday**

Park District employees are paid bi-weekly (every other) Friday. **Employees are paid every other Friday for the two-week (14 day) period which ends at midnight the preceding Friday.** If payday is a Park District-recognized holiday, employees will be paid on the preceding working day. **Your paycheck will be delivered to you or your immediate supervisor, who will attempt to give it to you no later than the end of the workday. Your paycheck may not be given to anyone other than you without your written consent. Please make arrangements with your immediate supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.**

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from the Finance Office may be obtained and the employee should complete the form and include a voided check or other document from the bank. Due to banking requirements, it may take several weeks for activation of the Direct Deposit.

In the event of a lost paycheck, the Finance Office must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.

B. *Deductions (moved to 7.11 as individual policy)*

C. ~~*Advances*~~

~~If a payday will fall during an employee's authorized vacation or leave of absence, he shall be entitled to advancement in pay to the extent of the pay due through the authorized period of absence. Requests for a pay advance must be made through the department head, one payroll period in advance.~~

7.11 ~~Longevity Service Awards (Moved to Employee Benefits Section 6.00)~~

Payroll Deductions *(removed from previous policy to create a stand along policy)*

Automatic payroll deductions shall be made for Federal and State ~~withholding~~ income taxes purposes, health insurance deductions, pension contributions for the Illinois Municipal Retirement Fund, social security tax and any other item ordered by a court or applicable law. ~~I.C.M.A., Nationwide, Credit Union, or other similar deductions may be arranged for at the employee's request.~~ Voluntary deductions may be made for elective programs such as supplemental health or life insurance, tax-deferred retirement/deferred compensation plans, credit union accounts, or similar. Please contact the Finance Office for information on payroll deductions. Payroll deductions for other good and valid reasons may be authorized by the Director.

Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include Social Security, Medicare, and federal and state income taxes. Federal or state law determines these deductions. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld. Please see section 6.03 for more information on IMRF.

7.12 **The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)**

The Glen Ellyn Park District recognizes the responsibilities for reporting under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, which requires information on new hires in order to assist in child support enforcement programs. The Glen Ellyn Park District participates fully in the new-hire program adopted by the State of Illinois. This program went into effect on October 1, 1997 and requires employers to report all new employees within 20 calendar days of their start date including full-time, part-time, temporary and rehires to the Illinois Department of Employment Security.

7.13 **Classification, Definitions, and Status of Employees**

Purpose

It is the intent of the Glen Ellyn Park District to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and the Park District.

Fair Labor Standards Act (FLSA) Job Classifications

All employees are designated as either exempt or nonexempt under state and federal wage and hour laws:

1. Exempt employees are generally executive, managers, professional, administrative or outside sales staff who ~~classified as such if their job duties~~ are exempt from the minimum wage, overtime, and compensatory provisions of the Federal and State Wage and Hour Laws and the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor and are not eligible for overtime pay. Their salaries are calculated on a weekly basis. Exempt employees are expected to document hours worked and submit a monthly time sheet to HR.

2. Non-Exempt employees are employees whose work is covered by the (FLSA). They are **not** exempt from the law's requirements concerning minimum wage and overtime. Non-exempt employees receive overtime pay or compensatory time in accordance with our overtime and compensatory time policies. Their ~~salaries~~ **wages** are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

Glen Ellyn Park District Job Classifications

A. Full-Time Employees

Employees who are designated as full-time by the Executive Director or the Board of Park Commissioners, **who are not in a temporary status** and ~~who~~ have completed their Introductory Period. Full-time employees are generally scheduled to work at least 40 hours per workweek for four consecutive calendar quarters during a calendar year. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as needed during busy periods. **Full-time employees may be classified as either exempt or non-exempt for the purpose of overtime. Additionally, they are eligible for benefits offered by the District, subject to the terms, conditions and limitations of each benefit program.** Short-term/Seasonal and part-time employees are excluded from the full-time employee classification regardless of the number of hours worked.

B. Introductory Employees

This section should be read in conjunction with section 4.11 "**Introductory Probationary** Period." During the first 90 days of employment with the Park District (the "**Introductory Probationary** Period"), all employees are classified as Introductory Employees for purposes of orientation, evaluation, and training, if any. Introductory Employees will also include employees who have previously served with the Park District and are beginning a new position.

During their Introductory Period, newly hired employees will be paid for holidays recognized by the Park District (pursuant to section 5.02 "Holidays" of the full-time employee manual) that are applicable to their employment classification. They will not be entitled to other time off such as vacation, ~~personal~~, illness or floating holidays. Other employee benefits such as insurance will be applicable as required or mandated by the Park District's agreement with the group insurance providers or by Park District policy. Transferred or promoted employees will continue the same benefits, if any, they had previously unless the employee's new position provides for different or no benefits in which case the employee will receive the benefits provided by the new position, if any, at the completion of the Introductory Period.

A. Part-Time Employees

Employees who are designated as part-time by the Executive Director or the Board of Park Commissioners, **are not in a temporary status** and ~~who~~ have completed their Introductory Period. **They typically work year-round or three quarters of the year and** are classified under one of the following three categories depending on work schedule:

1. **Classification I:** Part-time **IMRF** employees generally **are** scheduled to work at least 1,000 hours during three quarters of a calendar year. **These employees typically work more than 20 hours per week. This classification would include participation in the IMRF benefit.**
2. **Classification II:** **Regular** Part-time employees generally scheduled to work at least 600 hours but less than 1,000 hours during three quarters of a calendar year.
3. **Classification III:** Part-time employees generally scheduled to work less than 600 hours during three quarters of a calendar year. **These are typically staff with a specialized skill/talent teaching a single class, or that fill in as a substitute when more regular staff are unavailable.**

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

D. **Short-term/Seasonal Employees**

Employees who are designated as short-term or **seasonal** by the Executive Director or the Board of Park Commissioners ~~Short-term employees~~ are employed for a specific function, **program**, or project, part-time or full-time, and for a **temporary and limited period of time** generally less than three quarters during a calendar year. **The number of hours per week an employee is working does not impact their status, the major differential is the term of employment which is for a limited time, seasonal, or temporary.** A short-term/**seasonal** employee in a non-exempt position is paid by the hour, while a short-term/**seasonal** employee in an exempt position is paid according to the terms of hire for that individual. However, any short-term/**seasonal** employee who may work during three quarters or more of a calendar year shall not be considered a full-time or part-time employee unless so designated in writing by the Executive Director or the Board. The Park District does not guarantee that short-term/**seasonal** employees will be rehired in a subsequent season or if rehired, for the same position. Short-term/**seasonal** employees are ineligible to receive benefits.

E. **Definitions/Employment Status**

1. **Executive Director:** Director and **administrator** of Parks and Recreation for the **entire** Glen Ellyn Park District. **(Full-time Exempt)**
2. ~~**Department Heads:** Employees who direct and are in charge of a particular department within the Park District's organizational structure. Department heads may include without limitation Superintendent of Parks, Superintendent of Recreation, and Superintendent of Finance & Personnel.~~
3. ~~**Facility Managers:** Employees who manage and/or have supervisory responsibility over employees employed at various Park District facilities, buildings or grounds.~~
4. ~~**Supervisors:** Your immediate supervisor and each supervisor at each succeeding level of authority within your department up to and including the Executive Director.~~
2. **Superintendent:** Employees who direct and are in charge of a particular department within the Glen Ellyn Park District. (Recreation, Parks, Finance & Personnel) They develop the policies, goals and strategies to ensure success for the organization. Develop and oversee budgets, negotiate contracts/agreements and analyze large scale data and trends. **(Full-time Exempt)**
3. **Asst. Superintendent:** Employees with significant experience and knowledge within a departmental function and oversee that specific area. Additionally, serve as back-up in the absence of the Superintendent of that department. **(Full-time Exempt)**
4. **Manager:** Employees at a professional level who manage and/or oversee a particular facility, operation, or area within the park district. They may or may not supervise other staff. Typically, requires a higher level of education and experience for significant decision making and independent judgement related to roles and resources. **(Full-time Exempt)**
5. **Assistant Manager:** Employees with considerable experience and knowledge related to a specific operation or function within a department, facility, or program and oversee that area. Additionally, serve as back-up in the absence of the Manager of that department, facility, or program. **(Full-time Exempt)**

6. Supervisor: Employees who oversee and provide direction for someone or something. Typically, in a lead role with experience and/or knowledge to direct those with less experience and/or knowledge. They are often involved with scheduling and assigning tasks to employees and reporting outcomes back to management staff. *(FT or PT, Exempt or Non-Exempt depending on specific position)*
7. Executive Assistant: Employee who provides administrative support to the Executive Director, completes special projects, and serves as Secretary to the Board of Commissioners. Handles details of a highly confidential and critical nature. *(FT Exempt)*
8. Specialist: Employees who are an expert in or devoted to a particular area or function such as Arborist, Horticulturist, Naturalist, etc. Requires a specialized certification, license, or degree and typically several years of practical experience. *(FT Exempt or Non-Exempt depending on specific criteria)*
9. Technician: Employees with a higher degree of skill or training in a particular area or areas but not to the level of expert or specialist. They may have a certification, license, or degree but have not had the opportunity to apply that knowledge in a work environment. Alternatively, they may have more practical experience but are lacking more formal training and knowledge. *(Full-time or Part-time Non-exempt)*
10. Guest Services Representative: Employees who provide assistance and information to visitors and callers. Assists customers registering for programs and events, processes POS transactions, issues receipts, refunds, and reports, reconciles cash drawer, etc. Assists with mail, office supplies, and provides clerical support. *(FT or PT Non-exempt)*

F. Employee Classification Review

You may at any time submit a written request to your immediate supervisor for a review of the classification or status of your position. Your request must state your reasons justifying a review. Your immediate supervisor will make an investigation of the position **along with consultation from human resources** ~~a view~~ towards determining its correct classification and will report his findings in writing to the appropriate department head. Requests that receive department head approval will be forwarded to the Executive Director. The determination of the Executive Director will be in writing and will be final. If the department head does not approve a request, such decision shall be final.

7.14 Hours of Work/Work Schedules (previously 8.01)

Department work schedules are established by your immediate supervisor or department head based on the needs of the Park District. The normal work week for all full-time employees shall be 40 hours. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the Park District and employees are not guaranteed any specific number of hours per day or week. The responsibilities of certain positions may require an employee to be on call on a 24-hour basis. At the Park District's discretion, the Park District may change the work schedules.

Any change in work schedules or exchange of work periods among employees may not be made without the prior, written approval of your immediate supervisor. Violation of this policy may result in disciplinary action, up to and including dismissal.

A. Appointive, Administrative and Supervisory Personnel

These personnel are expected to work a schedule that fulfills the objectives of the District and the department in which they are employed. Often it will be necessary to put in time which is in addition to the basic forty-hour week. It is understood that this additional time will be after regular business hours, during the weekday as well as on weekends and holidays.

B. ~~In the case of appointive, management, supervisory, and professional employees, the normal~~

~~work week shall be as established by the Director or his designated representative as necessary to properly perform the duties of the job. These employees shall be considered to be on duty whenever a need exists for their services.~~

7.15 Recording of Hours Worked

All non-exempt employees are required to maintain an accurate and legible record of the hours worked, whether by time sheet or electronic timecard. These time records, which must be approved by your immediate supervisor, are the basis for your paycheck calculation. Time is computed to the nearest quarter of an hour (15 minutes) per week. All employees who work more than 7½ hours per day receive an unpaid meal period of at least twenty minutes. This unpaid meal period will occur no later than five hours after the employee has signed in. If you have permission to leave during working hours, you must sign out when you leave and sign in when you return. You are responsible for your own time records. Violation of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

Note

Employees are not to clock or sign in or out for other employees. Recording another employee's time record or falsification of your own time record is against Park District rules and is grounds for disciplinary action, up to and including dismissal.

Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If an employee forgets to clock or sign in or out, he/she must notify his/her supervisor immediately so the time may be accurately recorded for payroll.

Exempt employees are not required to sign in or out on a daily basis; however, vacations, sick, and floating holidays must be recorded on the Time Off Request Form and approved by the immediate supervisor and Executive Director. Time Off Accruals will be monitored and maintained by the Superintendent of Finance & Personnel. Exempt staff are required to track their total time worked (number of hours per day) and submit an Exempt Timesheet on a monthly basis to Human Resources.

7.16 Lunch/M meal and Rest Periods (previously 8.06)

Department heads are authorized to establish and arrange lunch/meal periods and reasonable rest periods during each workday that are most consistent with departmental operation. The granting of rest periods is entirely at the discretion of the department head.

Authorized rest breaks are to be taken away from the designated work area but employees are not permitted to leave Park District premises during this period. Rest or break time is compensated as work time.

Employees who choose to remain at work during a lunch/meal break cannot leave work early. Employees who are asked to work through their lunch hours and who perform job tasks during this time will be compensated for the time worked.

Employees on rest or lunch break cannot interfere with employees who are working.

7.17 Change in Name, Address, Telephone Number, Marital Status or Dependents (previously 8.20)

For the purpose of keeping insurance benefits, IMRF benefits, social security benefits, income tax withholding records and other benefits, records, and regulations as provided for, current employees are requested to notify the District as to any changes in name, address, telephone number, marital status or dependents.

7.18 Employee Performance Evaluation (previously 10.00)

Purpose

The performance appraisal process provides a means for discussing, planning and reviewing the performance of each employee.

Performance appraisals influence salaries, promotions and transfers, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

A job performance evaluation shall be completed for each employee by his immediate supervisor and reviewed by the appropriate level of management annually.

Eligibility

1. All Full-time employees shall be provided an annual performance review and consideration for merit pay increases as warranted and based on approval by the Board of Commissioners.
2. PT IMRF and Regular Part-time employees shall be provided the same.
3. Part-time employees under Classification III and Short-term/Seasonal employees shall be evaluated at the end of the program, season, or specified timeframe and be eligible for a standard/flat pay increase upon return the following season. This will serve as a Length of Service increase as warranted and based upon approval by the Board.

Performance Review Schedule and Forms

Performance evaluations are generally conducted at the end of the fiscal year, but no later than the end of during the first month of the new fiscal year. ~~and at~~ They may also occur at other times when deemed appropriate by the District.

The evaluation shall be discussed with the employee and shall be signed by both the employee and his supervisor.

The job performance evaluation shall be the basis for granting a merit salary or wage increase. The evaluation shall become a part of the employee's personnel file and a copy shall be given to the employee. All job performance evaluations shall be confidential.

~~The standard job performance evaluation form shall be used, and each employee shall be evaluated based upon the standard requirements for his job.~~ Various performance evaluation forms have been developed in an effort to provide a level of value rather than having a single form. Full-time employees have a management level and non-exempt level, there is one for Regular Part-time staff and one for Seasonal staff.

Salary Increases

A performance evaluation does not always result in an automatic salary increase. The employee's overall performance and salary level relative to position responsibilities must be evaluated to determine whether a salary increase is warranted, in addition to a salary pool being approved by the Board of Commissioners. Out-of-cycle salary increases must be reviewed by human resource (HR), and preapproved by the department head and Executive Director.

Salary Equity Reviews

A manager may request an analysis of an employee's salary at any time the manager deems appropriate. This request should be made to human resources, who will review the employee's salary in comparison to other employees in comparable positions and within the guidelines of the District's compensation policy.

Processes

HR will establish the format and timing of all review processes. The completed evaluations will be retained in the employee's personnel file.

Salary increase requests for annual performance review purposes must be submitted on the Pay Rate Change Notice & Authorization Form and include a copy of the performance evaluation for salary change processing. Managers may not discuss any proposed action with the employee until all written approvals are obtained.

The Superintendent of Finance & Personnel and/or HR will review all salary increase/adjustment requests to ensure reasonable equity, compliance with Board approved salary pool, and are within the approved budget guidelines. The Executive Director will have final approval on all salary increases or adjustments.

Upon final approval by the Executive Director, all salary increases/adjustments will be processed in payroll and notices will be distributed to staff indicating the approved new salary or wages. Pay Rate Change Forms and Performance Evaluation forms will be filed in the employee's personnel file.

8.00 Employment **Conduct, Rules and Regulations *PROPOSED UPDATES***

*It is the express purpose of this section of the personnel policies that responsibilities **and expectations** shall be clear on the part of both the employee and the District to ensure appropriate treatment of all employees and to ensure that all employees carry out their duties. Any employee who violates or abuses any provision herein shall be subject to disciplinary action up to and including discharge. These rules are not all inclusive and depending on the circumstances other conduct which is unacceptable in the District's opinion may result in disciplinary action.*

8.01 Hours of Work *(Moved to Section 7.14)*

8.01 Compliance With District Policies and Procedures

You are required to comply with all policies and procedures established by the Board of Commissioners, administrative staff, and your immediate supervisor.

8.02 Compliance With Supervisory Directives

You are required to comply with the directives of your immediate supervisors, managers, administrative staff and the Board, in the performance of your duties.

8.03 Employee Code of Conduct *(Portions of 2.06 Principles of Ethical Practice Chapter 1 -Administrative Policies)*

Park District employees provide a service to the community, and each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. It is the desire of the Park District that we function as a team, and each employee is expected to make a positive contribution in the interest of effective and efficient public service.

In general, the use of good judgement, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with an immediate supervisor and, if necessary, with Human Resources for advice and consultation.

The Glen Ellyn Park District must comply with all local, state and federal laws applicable to employment. As a member of the Illinois Park and Recreation Association the Park District is required to adopt their "Principles of Ethical Practice". These principles define how Park and Recreation professionals should be ethical and accountable in their program operations, governance, human resources, financial management **and other aspects of their position.**

A. Integrity: Honesty, Trust, Truthfulness

Employees should consistently exhibit those qualities conducive to the highest ideals of human service. They conduct themselves according to their principles, consistently and firmly demonstrating their strength of character. They represent themselves, their profession, including their knowledge and abilities, with honesty while inspiring confidence and trust.

B. Accountability: Responsibility for Actions

Employees should perform their duties impartially, and actively work to make clear that they are free from the presence or the appearance of a conflict of interest in any professional activity. They place the mission of the Illinois Park and Recreation Association **and the Glen Ellyn Park District** above personal gain, and avoid the use of public, client or employer resources to further personal or political goals. They willingly and fully disclose to their employer any situation, relationship or activity that might constitute or appear to constitute a conflict of interest.

C. Fairness: Reflecting the Standards of our Free Society

Our employees have an obligation to provide services and programs with impartiality and honesty, free from self-interest, prejudice, discrimination and favoritism. Professionals also give appropriate credit and compensation for the efforts and contributions of others.

- D. Citizenship: Reflecting the Standards of our Free Society
Employees should hold themselves to the accepted community standards and ideals of cultural diversity, striving always to act as responsible, contributing members of society. Employees are encouraged to be involved in civic/community activities that foster cooperation between various segments of the community.
- E. Mentoring: Counseling, Guiding and Sharing Experience
Employees are encouraged to strive for the improvement of individual knowledge and skill in the park and recreation profession, and to offer assistance, guidance and direction in the professional development of their colleagues, students and employees.
- F. Support for the Profession: Supporting and Encouraging Involvement
Employees should strive for personal and professional excellence to support the development of parks and recreation. You are encouraged to be involved and volunteer in a professional membership association, and support participation in continuing education opportunities, and advocacy/public awareness within the profession.
- G. Service Above Self: Respect, Concern, Courtesy and Responsiveness
As public employees, we are trustees for all the people. Our services must be untarnished, presented with compassion and optimism, representing a high level of expertise, based on public input and needs, and developed and promoted with equal access for all.
- H. Standards of Practice: Professional and Technical Competence, Excellence in Service
Employees are encouraged to use their knowledge and skills to create an environment that fosters excellence in management and seek to appraise the effectiveness of services through community involvement, thus affirming the benefits of parks and recreation. **Employees should** perform within the boundaries of their qualifications and expand upon their expertise by keeping informed of professional and social trends, issues, legislation and technological advances.
- I. Confidentiality: Respecting Privacy and Maintaining Public Trust
Employees must adhere to all legal requirements by providing information necessary under current statutes that serve the best interest of the community at large before the best interest of the individual. **Employees will** provide timely and accurate information to the public, elected officials, and colleagues while maintaining the confidentiality of any information of a personal nature which is not pertinent to the request.
- J. Employer/Employee Relations: Mutual Respect and Consideration
Employees are encouraged to work as a team while recognizing, accepting and respecting individual differences, always striving for cooperation and consensus-building between team members and administration, and always valuing the opinions of others. Employees should maintain open, honest and direct communication, which is clear, tactful and timely, with all subjects open for discussion. Professionals strengthen trust and respect for each other by being accountable and responsible.
- K. Residents/Board/Staff Relations: Recognizing and Respecting Human Value
Employees should foster cultural diversity, and seek honest feedback from constituents while respecting the privacy, freedom of choice, and personal preferences of each individual. In dealing with Board members, **employees** must encourage informed differences of opinion, provide informational support, and respect the dedication of these public officials. **Employees are encouraged to** recognize the education and experience of their colleagues, and respect their rights, responsibilities and integrity, oppose all forms of discrimination and harassment, and exercise compassion, fairness and optimism whenever possible.

Failure to cooperate and/or use good judgement, and other wrongful conduct, including insubordination, which contributes to loss of morale, division among work teams, or work place disruption will not be condoned and may lead to disciplinary action, up to and including dismissal.

8.024 Attendance, Punctuality and Dependability

~~Employees shall report promptly at the designated starting time and shall devote their entire efforts during working hours to assigned duties.~~

Attendance is an essential part of your total job performance and is critical to the smooth and efficient operation of the Park District. Absenteeism and tardiness are expensive, disruptive, and place an unfair burden on your fellow employees and your immediate supervisor. Accordingly, it is imperative that you report to work regularly, promptly and be ready to perform your assigned duties at the beginning of your workday. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

If you are going to be late or absent for any reason, you or someone else for you must telephone your immediate supervisor at least thirty (30) minutes prior to your scheduled starting time. If your immediate supervisor is not available, contact the supervisor at the succeeding level of authority in your department. If you are unable to contact either supervisor directly, you may leave a voice mail. It is your personal responsibility to ensure that proper notification is given.

If you must leave work early because of an illness or personal emergency, you must make every reasonable effort to promptly advise and obtain approval from your immediate supervisor or if your immediate supervisor is not available, the supervisor at the succeeding level of authority in your department.

Your notice must include a reasonable explanation for your absence or tardiness, and a statement as to when you expect to arrive at or return to work. You may be required to present a doctor's note or other documentation substantiating the length of and reasons for your absence or tardiness.

8.03 ~~Unable to Report to Work~~ **Included above**

~~A. If an employee is unable to report to work due to illness, or other emergency, he must notify his supervisor prior to the designated starting time on the day the absence occurs. Failure to inform the supervisor on each day of absence will generally result in a loss of that day's pay except in the case of an extended illness where the employee has submitted a physician's statement designating a specific period of recuperation.~~

~~B. If an employee must report late to work due to car failure or other emergency, he must notify his supervisor prior to the designated starting time on the day the lateness occurs. Any hours of work missed shall be made up as scheduled by the employee's supervisor. Failure to inform the supervisor of lateness will generally result in a loss of pay for the time missed.~~

~~C. If his supervisor cannot be reached, the employee must notify his department head; and, if his department head cannot be reached, the employee must notify the Director's office of his absence or lateness.~~

8.045 Absence Without Authorization

Any absence of an employee from his assigned duties that is not authorized as provided for in these personnel policies shall be considered an absence without authorization. Any such absence shall generally be without pay and shall be subject to disciplinary action up to and including discharge. An employee who is absent without authorization or without notification to his supervisor (or succeeding level of management or the department head or the Director's office if the supervisor cannot be reached) for a period of three (3) consecutive working days shall generally be deemed to have voluntarily resigned his employment with the District. The employee may be reinstated with full seniority by subsequent authorization of leave only if the conditions warrant in the District's opinion (for example, if it is shown that the employee was unable to notify the District at any time during the three-day period due to circumstances beyond his control).

8.056 Habitual Tardiness

Attendance is an essential function of every job. Even though you provide proper notice of your absence or tardiness, continued irregular attendance or excessive absenteeism or tardiness, as determined in the sole discretion of the Park District, constitutes unsatisfactory performance and will subject you to disciplinary action up to and including dismissal.

Immediate supervisors should take swift and Department Heads are to take appropriate measures to deal with employees who display a pattern of repeated or habitual tardiness. This could include pay reductions, reprimands, suspension or dismissal.

In calculating an employee's attendance record, all absences, whether paid or unpaid, approved or without approval, or with or without notice, will be counted except for absence due to the following: approved leave under the Family and Medical Leave Act, approved military leave, and other approved paid leaves.

8.06 Lunch and Rest Periods *(Moved to Section 7.16)*

8.07 Public Relations

As personnel of the Park District, each employee serves as a representative of the District to any individual with whom he comes in contact. Therefore, it is expected that each employee shall be a credit to and exhibit loyalty to the District. Employees are expected to be kind, courteous, and respectful with the public, with their fellow employees, and with supervisors.

8.08 On the Job Safety *(Moved to Section 9.01)*

8.09 Reporting of On the Job Accidents and/or Injuries *(Moved to Section 9.03)*

8.1308 Conflict of Interest

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

The Park District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to Park District business. However, employees must disclose any possible conflicts so that the Park District may assess and prevent potential conflicts of interests from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e. spouse, civil union partner, or significant other, children, step children, parents, or siblings) as a result of the Park District's business dealings.

It is the responsibility of every Park District employee to disclose any personal or financial interest in any person, firm, company or any business entity doing business with the Park District. This information is required to determine whether any undue or special influence may be involved in sales to or purchases from the Park District. Such disclosure must be made in writing by the employee and forwarded to the Executive Director for review of a potential conflict of interest.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he should immediately contact the Executive Director or Superintendent of Finance & Personnel to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

Individuals employed in a supervisory capacity or authorized to purchase equipment may be required to file a Statement of Economic Interest as required by Illinois Law. Please see the Executive Assistant for details.

A violation of this policy may result in immediate and appropriate discipline, up to and including immediate termination.

8.09 Carelessness Policy

Introduction

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

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

Procedure for Reporting Carelessness, Hazardous or Substandard Work Practices

If you are aware of a careless or negligent act or behavior, you must report the act or behavior to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor or Human Resources.

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

8.10 Alcohol, and ~~Drugs~~ Substance Abuse, and Smoking

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

In keeping with the District's commitment to provide a safe and healthful work environment, and in accordance with the Drug-Free Workplace Act of 1988, the District prohibits the unlawful manufacture, distribution, dispensation, possession, sale, use or being under the influence of drugs or alcohol while on the job or on District property. Any sale of alcohol (not associated with a Park District Program), cannabis, or illegal drugs during work or on District premises, facilities, or in District vehicles will be treated as gross misconduct, punishable by immediate discharge for the first offense. For the purposes of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages.

- A. Any employee who is convicted of violating any federal or state criminal drug statute in the workplace must notify the Director within five (5) days of such conviction. For the purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, dispensation, possession, sale or use of drugs in the workplace.
- B. Any employee who drives a District vehicle who is convicted of D.U.I., or any employee who has had his or her driver's license suspended for any reason, must notify the Director as soon as practicable, but not later than twenty-four (24) hours of such conviction or suspension. For the purposes of this notice requirement, a conviction includes finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute.

- C. Any employee taking prescription medication must report to his Supervisor any possible known side effects which may impair that employee's job performance or cause a safety risk. The Supervisor or Department Head shall then take appropriate steps to limit such impairment or risk through reassignment or other measures.
- D. Compliance with this policy is a condition of continued employment. Consequently, an employee who violates any aspect of this policy may be subject to disciplinary action up to and including termination. Alternatively, if deemed appropriate by the District under the particular circumstances, an employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the District.

Procedure for Reporting Possession or Use of Alcohol or Illegal Drugs

If you know of possession or use of alcohol, cannabis, or illegal drugs by employees while at work or on District premises, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor or Human Resources. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to Human Resources or the Executive Director.

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

Smoking

Smoking is defined as the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, e-cigarette, vapor cigarette, or any other lighted smoking equipment.

Prohibition of Smoking

Smoking is prohibited in all of the following locations:

- Any public place as defined by the Smoke Free Illinois Act
- Any place of employment including restrooms, offices and work areas, lunchbreak areas, or other common areas
- Within 15 feet of any entrance to a public place or place of employment
- Within 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited
- Any vehicle owned, leased, or operated by the Park District
- Indoor public places and workplaces unless specifically exempted
- On athletic fields, in the bleachers, or anywhere within the fenced outdoor swimming pool enclosures.
- On parks, playgrounds, and any other Park District properties.

Smoking is not permitted in any Park District facility or vehicle, or any portion of any Park District building or vehicle. Employees who smoke will be permitted to use the designated outdoor smoking areas as allowed by their supervisors only during designated break periods. Employees whose primary work tasks occur outdoors are allowed to smoke during their designated breaks or lunches; when it does not interfere with the performance of their job tasks; or when they are not directly interacting with or in the general proximity of the public or other employees.

8.11 Security and Keys

In the interest of safety and protection of property, strict control over access to District property, work locations, records, computer information, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys, safe combinations or other access to District property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, loss or negligence. Employees must immediately report any loss of keys to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including discharge. Keys may not be transferred from one employee to another without the prior written authorization by the appropriate facility manager.

8.12 Workplace Wrongdoing Policy

Introduction

The Park District does not tolerate workplace wrongdoing on Park District premises, property, Park District-sponsored events, or while acting within the scope of employment. Examples of workplace wrongdoing include, but are not limited to, the following:

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

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

~~The Park District prohibits gambling while on the job or while acting within the scope of employment. will not be tolerated and will be grounds for~~ Any employee who violates this policy may be subject to disciplinary action up to and including immediate discharge.

The Park District prohibits fighting on its premises. An employee, who instigates physical violence or threatens physical violence, may be subject to disciplinary action, up to immediate discharge.

The Park District prohibits horseplay, practical jokes, and pranks. Any employee who violates this policy may be subject to disciplinary action, up to immediate discharge.

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

Procedure for Reporting Workplace Wrongdoing

If you are aware of a careless or negligent act or behavior, you must report the act or behavior to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the supervisor's supervisor or Human Resources.

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

8.11 **Gambling** *(Incorporated into Workplace Wrongdoing Policy above)*

8.12 **Fighting** *(Included as part of Workplace Wrongdoing Policy above)*

~~Fighting while on the job will not be tolerated and will be grounds for disciplinary action up to and including immediate discharge.~~

8.14 **Outside Employment** *(Moved to section 4.00)*

8.18 **False Records** *(Included as part of Workplace Wrongdoing Policy above)*

~~Falsification of records or reports by any employee shall be cause for disciplinary action up to and including immediate discharge.~~

8.13 Workplace Bullying Policy

Objective

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Glen Ellyn Park District will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Definition

The Park District defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Such behavior violates the Park District's **Code of Ethics**, which clearly states that all employees will be treated with dignity and respect.

Examples

The Park District considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Cyber bullying.** Using electronic means to send, post, or share negative, harmful, false, or malicious content about another person.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the District to take appropriate action.

8.14 Search of Lockers, Desks, and Other Park District Property

Introduction

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

The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas, but may not always be able to do so.

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

Workplace Inspections

To safeguard the property and personal safety of our employees and the Park District, the Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from Park District property by employees and all other persons leaving and entering the Park District's premises for a legitimate work-related reason or in connection with an employer's reasonable suspicion of criminal or civil wrongdoing or a violation of a workplace policy.

The Park District reserves the right to inspect an employee's office, desk, files, lockers or other area or article on Park District premises. As noted above, all lockers, offices, desks, telephones, computers, files and so forth, are the property of the Park District and are issued for the use of employees only during their employment with the Park District.

Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Employees working on Park Direct premises or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of unauthorized Park District property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including discharge.

8.15 Gifts and Rewards

District services are not to be extended by any employee in exchange for special gifts, **gratuity**, rewards or other forms of compensation from **any** outside individuals, **business** or organizations that is doing business with the Park District or is attempting to secure business from the District. Further, you must not solicit or accept, nor should you expect people who use our programs or facilities to give you gifts, gratuities or other rewards, or favors for performing your job, except as otherwise provided in this section.

~~When an employee receives any offering as a result of his status as a District employee, such must be reported in writing immediately to his department head. Retention of any gift shall be conditioned upon the approval of the Director.~~

If someone offers or gives you a gift as a result of your position as a District employee, you must report it to the Executive Director. The Executive Director must report any offers or gifts made to the Park District Board Treasurer. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, or other similar items. However, you must report such non-cash matters to the Superintendent of Finance & Personnel.

If you are in doubt about any provisions of this section, contact the Superintendent of Finance & Personnel who may contact the Executive Director and the Executive Director may contact the Board. This policy applies

to all employees. Retention of any gift will be conditional upon the approval of the Executive Director after consultation with the Superintendent of Finance & Personnel. Failure to properly report a gift, gratuity, reward or other compensation may subject you to disciplinary action up to and including dismissal.

8.16 Political Activity

~~Political campaign activities or promotions of any kind by employees shall not be permitted anywhere on District premises or in areas where employees are working. District employees shall not be expected to contribute support or money to any candidate for public office or to any political party except on a strictly voluntary basis.~~

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

Park District rules do not preclude an employee from becoming a political candidate or from taking part in election campaigns and other lawful political activities. However, employees may not engage in political activities at any time while on duty or when they may be identified as an employee of the Park District by any means such as uniform, insignia, motor vehicle or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petitions, distributing political literature, or encouraging others to do any of the above. For purposes of this paragraph "while on duty" includes those hours you are scheduled to work and are working for the District but does not include, breaks, lunches, or other duty-free periods of time.

Employees are also prohibited from interrupting or disturbing other employees while they are on duty.

Political affiliation, preference or opinion will not influence an individual's employment, retention or promotion as a District employee. Employees of the Park District will not be required to contribute monies to any candidate or political party, but may do so on a strictly voluntary basis.

8.17 Solicitation, and Distribution and Bulletin Boards

~~Solicitation, distribution or circulation of any non-work related printed materials by employees shall not be permitted on District property without prior approval of the Supervisor.~~

Introduction

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

You may not accept the solicitation or the distribution of literature by any non-employee while on duty. For the purposes of this policy "while on duty" does not include breaks, lunches, or other duty-free periods of time. All requests to distribute literature or other information by employees or non-employees should be referred to a supervisor.

Bulletin Boards

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

1. Notices containing matters directly concerning Park District business.
2. Announcements of a business nature which are equally applicable and of interest to employees.
3. All posted material must have authorization from administrative staff. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

Any employee who violates this policy is subject to disciplinary action, up to and including discharge.

8.18 Use of District Computer Systems

It is the policy of the Park District that the use of its computers and software is limited solely to appropriate business use. Except as otherwise provided below, employees are not allowed to use the computer system for their personal benefit. Employees are strictly forbidden from installing software on the system. Further, this policy reaffirms that the Park District's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not the employees have private access or an entry code into the computer system. The Park District reserves the right to monitor the use of its computer system.

Subject to approval from the employee's department head and/or the Supt. of Finance & Personnel, an employee's occasional use of Park District computers for personal use and outside projects may be acceptable. However, in order to keep these uses to a reasonable level, approval is necessary. Moreover, please be aware that the Park District may purge files on its computer systems at any time, without notice. The Park District is not responsible for any personal files or outside project files that may be purged or lost.

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

8.19 Physical Security and Maintenance of Computer Assets *(8.03 from Chapter 1- Board Administration)*

Employees will ensure that all computer assets (computers, monitors, laptop computers, printers, etc.) that are assigned to or regularly used by them are maintained and used in a manner consistent with the equipment's function and such that the possibility of damage and/or loss is minimized.

The desktop and floor should be kept clear of substances and debris that could accidentally spill on critical components such as the keyboard, mouse, printers and the like. In addition, care should be given to cords, power strip, switches, uninterruptible power supply, printers, speakers, laptop computers and other workstation systems such as phones.

Desktop computer equipment will not be altered or removed from Glen Ellyn Park District premises without prior authorization from the Finance Department. Employees will not modify Glen Ellyn Park District computer equipment in any manner including, but not limited to, attaching external disk drives, external hard drives, changing the amount of memory in the computer, and attaching/installing any peripheral device.

District issued portable computing equipment (laptop computers, smart phones, etc.) will be maintained under the direct supervision of the employee/department to whom it is issued. The equipment must never be left unattended in locations such as vehicles, hotel lobbies, airports, etc. When the equipment must be left unsupervised, it must be made as inconspicuous as possible (i.e., do not leave the computer sitting on the seat of an unattended vehicle).

Computers, as well as other electronic equipment should never be left in/near extreme temperatures. For this reason, as well as the possibility of theft, laptop computers and the like should not be stored overnight in a vehicle.

Any electrical or mechanical malfunction of equipment should be reported to the Finance Department without delay.

8.20 E-Mail and Internet Policy *(Portions in black from current 8.11 and 8.12 Chapter 1 – Administrative Policies)*

Every Park District employee is responsible for using the electronic mail (E-mail) system and Internet access properly and in accordance with this policy. Any questions about this policy should be addressed to the Superintendent of Finance & Personnel.

The E-mail system is the property of the Park District. It has been provided by the Park District for use in conducting Park District business. All communications and information transmitted by, received from, or

stored in this system are Park District records and property of the Park District. The E-mail system and Internet access is to be used for Park District purposes only. Use of the E-mail system and Internet access for personal purposes must be limited and within reason.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Park District E-mail/Computer system. Employees should be mindful that Internet sites they visit collect information about visitors. This information will link the employee to Glen Ellyn Park District. Employees will not visit any site that might in any way cause damage to the Park District's image or reputation.

The Park District, in its discretion as owner of the E-mail and computer systems, reserves and may exercise the right to monitor, access, and retrieve any Internet utilization and delete any matter stored in, created, received, or sent over the E-mail system, for *any* reason and without the permission of any employee.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the Park District from the Park District E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish the Park District's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Employees should not reveal their e-mail passwords to anyone. An exception to this is necessary when employees must reveal passwords to supervisors when e-mail files need to be accessed by the Park District in an employee's extended absence.

The Glen Ellyn Park District will disclose e-mail messages and Internet utilization to any party that it may be required to by law or regulation. This may include law enforcement, search warrants, and discovery requests in civil litigation.

Employees should be aware that deletion of any e-mail messages or files will not truly eliminate the messages from the system. All e-mail messages are stored on a central back-up system in the normal course of data management.

Even though the Park District has the right to retrieve and read any e-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive the prior approval and access by the Superintendent of Finance & Personnel.

The Park District's policies against sexual or other harassment apply fully to the E-mail system and Internet access, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no e-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

Employees will not subscribe to any E-mail lists, enter Internet chat rooms or chat channels, or utilize other services that are not directly relevant to their assigned duties. The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. "Chain Letter" e-mails will not be created or forwarded.

Employees should be aware that some of the material available on the Internet is copyrighted or trademarked. The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Park District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the employee's department head, Superintendent of Finance & Personnel, or Executive Director.

Due to the potential for security breaches, employees should be alert and cautious of potential spam and phishing emails, and will exercise extreme caution in executing/opening any files attached to e-mail. If the attachment seems odd, is not clearly business-related and/or expected from a known source, it should never

be opened or executed. Such e-mails and attachments should be immediately forwarded to the Superintendent of Finance & Personnel. Additionally, users should update passwords every 3 – 6 months and routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Park District letterhead.

Any employee who discovers misuse of the E-mail system should immediately contact his department head, Superintendent of Finance & Personnel or Executive Director.

Violations of the Park District's E-mail policy will result in disciplinary action, up to and including discharge. As with any policy, the Park District reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign an E-mail and Internet Policy Acknowledgment Form as a condition of employment. See Appendix E.

8.21 Social Media, Blogging and Personal Websites *(Portions in black from current 8.13 Chapter 1 – Administrative Policies)*

In general, the Glen Ellyn Park District views the use of social networking, personal websites and weblogs positively, and it respects the right of employees to use them as a medium of self-expression. If you choose to identify yourself as a Glen Ellyn Park District employee or to discuss matters related to our agency, staff or patrons on your website or weblog, or other social network (i.e., Facebook, Instagram, YouTube), please proceed with caution and discretion. ~~bear in mind that, Although you and we view your website, weblog, or other medium of online publishing may be as a personal project and a medium of personal conveying your individual expression, some readers may nonetheless view you as a de facto spokesperson for the Park District.~~

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

1. Make it clear ~~to your readers~~ that the views you express are yours alone and that they do not necessarily reflect the views of the Glen Ellyn Park District. Only those employees officially designated by the District/ have the authorization to speak on behalf of the District. ~~In order~~ To help reduce the potential for confusion, we recommend putting the following notice, or something similar - in a reasonably prominent place on your site (e.g., at the bottom of your "about me" page):

"The views expressed on this website/weblog/social network are mine alone and do not necessarily reflect the views of my employer."

- ~~2. If you choose to say whom you work for, it is recommended that you put a disclaimer on your front page saying that you are not speaking officially, on behalf of Glen Ellyn Park District.~~

Many bloggers and social network users put a similar disclaimer on their home page stating who they work for, and that they're not speaking officially. This is good practice, but may not have much legal effect. While it is not necessary to post this notice on every page, please use reasonable efforts to draw attention to it — if at all possible, from the home page of your site.

2. Be careful to avoid disclosing any information that is confidential or proprietary to the agency (including our patrons, staff, partner agencies/affiliates or vendors), to any third party that has disclosed information to us.

3. Since your site, blog or other posting is in a public space, be respectful to the District, our employees, our patrons, our partners and affiliates, and others. Recognize that both during working hours and non-working hours you are an ambassador of the Park District, and are expected to act and conduct yourself at all times in the best interest of the Park District. All employees are expected to promote teamwork and inspire trust and confidence. For example, refrain from posting personal insults or obscenity, or engaging in any conduct that would not be acceptable in the workplace. Show proper consideration for others' privacy and for topics that may be considered objectionable, inflammatory, or counterproductive to morale or teamwork. For example, If your views negatively impact the reputation or integrity of the Park District, staff morale and/or create divisiveness or friction among staff, you may be disciplined up to and including termination.
4. You may provide a link from your site to the District website. However, you will require permission to use the District logo or reproduce any District material on your site.
5. When using District computers, you are subject to both the District's Internet Use Policy and Computer Use Policy.
6. Blogs, wikis, virtual worlds, social networks, or other tools hosted outside of the District's protected intranet environment should not be used for internal communications among fellow employees about District business, work relationships or while at work. It is fine for staff to disagree, but please don't use your external blog or other online social media to air your differences in an inappropriate or counterproductive manner.
7. Lastly, **use your best judgment.** Your actions both in and outside the workplace reflect on your judgment, decision-making, professionalism, maturity, and commitment to the Park District. If you're about to publish something that makes you even the slightest bit uncomfortable, review the guidelines above and consider the potential consequences of your actions. Ultimately, you have sole responsibility for what you post to your blog or publish in any form of online social media.
8. **Exception to Restriction on Employee Communications. Nothing in this Policy shall be construed to prohibit employees from using communications systems (whether Park District-owned or personal) to engage in protected, concerted activities during non-working time (i.e., during authorized break or meal periods). In this regard, it is important to understand that protected, concerted activities generally do not include such communications as threats, harassment in violation of law or Park District policy, communications involving illegal activity, political activity in violation of law or Park District policy, personal commercial ventures, and other communications that are both prohibited by Park District policy and not protected by applicable laws relating to the legal right of employees to engage in protected, concerted activities.**

If you have any questions about these guidelines or any matter related to your site that these guidelines do not address, please direct them to Marketing or the Executive Director.

8.22 Audio and Video Recording Policy

It is a violation of Park District policy to record conversations with a tape recorder or other recording device unless prior approval is received from your department head or *all* parties to the conversation give their consent. Similarly, it is a violation of Park District policy to make a video recording of Park District patrons or program participants without their express authority or the authorization of their parent or guardian. Under no circumstances are employees allowed to post or disseminate audio or video recordings of patrons without authorization of a supervisor, the department head, or the Executive Director.

The purpose of this policy is to abide by state and federal law as well as eliminate a chilling effect on the expression of views that may exist when one person is concerned that his conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

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

This policy does not apply to recording of conversations or other occurrences in the workplace related to unionization, workplace concerns, or any other employee rights found in Sections 7 and 8 of the National Labor Relations Act and Section 6 of the Illinois Public Labor Relations Act.

8.19 Employee Identification Cards *(Removed since we do not have these)*

~~All employees shall be furnished District employee identification cards. Employees shall surrender their identification card upon termination of employment with the District.~~

8.20 Change in Name, Address, Telephone Number, Marital Status or Dependents *(Moved to Section 7.17)*

8.21 Use of District Vehicles, Equipment, Facilities and Cell Phones *(Moved to section 6.00)*

8.22 Return of District Property *(Moved to section 6.00)*

8.23 Use of Personal Property

The use of personal property, such as equipment, electronic devices or cell phones, on District premises shall be subject to the approval of the department head and subject to any safety rules or regulations or any other established rules or regulations. The loss or theft of an employee's personal property from District premises shall not be the responsibility of the District except for specialized personal property as designated by the Director.

The use of personal vehicles by an employee in the performance of District duties must be authorized by the department head. **The use of personal vehicles to transport program participants shall not be permitted under any circumstances.**

8.24 Personal Business

- A. Employees shall make every attempt to limit the use of District telephones for personal reasons except in the case of an emergency.
- B. Employees shall not use the addresses of District facilities or offices for receipt of personal mail.
- C. Employees shall discourage personal telephone calls or visits at work except in the case of an emergency.
- D. Employees are not authorized to cash personal checks at any District facility or office.

8.25 Unauthorized Personnel

Persons other than the employees who are on duty are not permitted in the work area at any time without permission of the department head.

8.26 Overtime Work

Where time permits, supervisors will generally take reasonable steps to obtain volunteers for overtime assignments before assigning overtime work and employees may not refuse overtime assignments. Volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for specific overtime assignments based upon specific skills, ability, qualifications and experience they may possess. Overtime work that is offered on a volunteer basis will be distributed as equitably as practical among employees in the same work group. An occasional assignment voluntarily accepted by an employee in a capacity unrelated to his regular job shall not be considered overtime work eligible for overtime pay under Section 7.08. If an employee demonstrates that he has not received his share of voluntary overtime work for which he volunteered and for which he was qualified, he will be given first preference for future voluntary overtime assignments until the imbalance is corrected. All overtime work must be authorized by the department head.

8.27 Romantic or Sexual Relationships

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

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

By its discouragement of romantic and sexual relationships, the District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the employee’s department head. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The District recognizes the ambiguity of and the variety of meanings that can be given to the term “romantic”. It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate this meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The department head shall inform the Executive Director and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee’s work assignments.

Upon being informed or learning of the existence of such a relationship, the District may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the department head, Human Resources, or the Executive Director.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

8.28 Fitness Examinations

If the District has any question concerning an employee's fitness for duty at any time, including, but not limited to, fitness for duty or medical condition while sick or on a medically related leave of absence, the District may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the District. The District may also require any or all employees to take a complete physical exam on an annual basis. The results of any such examination required by the District shall be provided to the Director Human Resources and appropriate Department Head.

8.29 Proper Dress and Personal Appearance

All employees are expected to dress in a manner appropriate to their position and to be neat and clean in appearance during working hours.

The personal appearance of employees conveys to the public a general impression of the Park District. Your attire, including jewelry, on the job should be non-offensive, clean, neat and appropriate for the duties being performed. The District expects that you will maintain good personal hygiene and avoid hairstyles, accessories, shoes, and make-up that you wear while working which may be disruptive, offensive or create a safety hazard. Employees should also be mindful of others sensitivity to strong perfumes and/or colognes. Safety equipment and attire may be required for certain jobs. Employees holding these positions are expected to wear the assigned apparel when on the job. For specific details, see your supervisor.

Employees should avoid extremes in dress and appearance. Employees must be neat, clean and orderly at all times while on duty. Hair must be neat, clean, trimmed and present a groomed appearance. Facial hair is permitted as long as it is kept neatly trimmed and groomed, and such facial hair does not pose a safety or health risk given the nature of the employee's job responsibilities. For safety purposes, all employees working with maintenance equipment must either keep their hair in the back no longer than one inch below the ear or must firmly secure longer hair so that it does not hang below the ears.

Exposed body piercing jewelry is limited to earrings, and the style of earring or jewelry may not present a safety hazard to you, your coworkers, or the public, as determined by the District. Any other facial piercings must be very small, covered, or removed during working hours and approved by your supervisor.

Tattoos cannot be offensive in nature (*i.e.*, words including profanity and/or harassing or offensive symbols). Any tattoo design deemed to be inappropriate by management will not be allowed and must be covered. Tattoos must not be immodestly placed so as to be disruptive by drawing inappropriate attention. Excessive visible tattoos will not be permitted and must be covered.

Clothing Guidelines:

As a general rule, business casual clothing is expected and encouraged and must be modest in style, clean and neat at all times. Depending on the position and tasks being performed, appropriate judgement should be given to the attire being worn. Pants and shorts are not to be excessively loose or tight, torn or frayed. Shorts or skirts should be an appropriate length, typically 3 - 4 inches above the knee or longer. Shirts and blouses should not be sheer or low cut and must not expose the midriff. Appropriate footwear should be worn for the work/activity the employee is performing.

If a Supervisor, Department Head or the Executive Director determines an employee's attire to be unacceptable, they may be asked to leave and report back to work with the appropriate attire.

Note

Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Executive Director for an authorized deviation from this policy. Said request shall include the policy exception requested, and include the basis for said request.

It is your responsibility to wear your nametag and/or uniform while on duty if one has been provided to you. Please remember that uniforms, nametags, keys, and other agency property are and remain the property of the District and must be returned upon termination of your employment. Employees will be held liable for the cost of replacing any damaged or lost District property. Also please remember that uniforms, nametags, and other identifying items identify you as a Park District employee while you are on duty. They are not to be worn when you are not on duty.

Uniforms: (Former Section 9.00)

Uniforms may be furnished or the Board may determine a particular clothing allowance.

Park Operations:

At the completion of the probationary period, all newly hired full-time maintenance personnel are issued five pair of pants, five long-sleeve shirts, five t-shirts, one cold weather jacket and a \$50 boot allowance. Shoes, hats, and gloves are the responsibility of the employee. Each year thereafter employees will receive three pants, three shirts and a \$50 boot allowance. Jackets are replaced, as needed, at the discretion of the ~~Superintendent of Parks~~ **Park Operations Manager with approval by the Executive Director**. All items issued by the District are to be kept clean (to the extent possible) and in good repair by the employee and may not be altered in any way. Additional jackets will be issued on an as-needed basis. Upon termination of employment, all clothing will be returned to the District. It is the responsibility of the employee's supervisor that each employee under his/her supervision has the proper clothing and equipment and that it is worn. Safety equipment such as hard hats and safety goggles will be provided by the District.

A. *Reimbursement for Uniform, Protective Clothing, or Equipment Expenses*

The District shall provide any uniform or protective clothing or equipment required as part of job performance, whether because of the need to establish public identity, safety requirements, or the duties of the position cause unusual clothing depreciation. The department head shall determine the need for uniforms or protective clothing or equipment.

B. *Personal Safety - Equipment and Clothing*

Please refer to Section 1.17 of the Safety Policy for information on required safety equipment and clothing.

8.30 Abuse and Neglected Child Reporting

It is the policy of the Glen Ellyn Park District that each of its employees be responsible for reporting or causes a report to be made to the Child Abuse Hotline number (800-252-2873) whenever he/she has a reasonable cause to believe that a child known to the employee through a Park District activity may be abused or neglected. Each employee is required to sign the Acknowledgment of Mandated Reporter Status form **during the hiring process**, and said form is to be filed in each employee's personnel file.

As a District employee, you are mandated by law, to report any suspicion or actual witness of child abuse. This includes physical harm or injuries that are untreated, sexual abuse, or neglect. Protection is offered to the person reporting under the Good Samaritan Law, if suspicions are proven false.

Definitions:

"Abused Child" means a child whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child:

- A. Inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss of impairment of any bodily function.
- B. Creates a substantial risk of physical injury to such child by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss of impairment of any bodily function.
- C. Commits or allows to be committed any sexual offense against such child, as such sexual offenses are defined in the Criminal Code 1961, as amended, and extending those definitions of sexual offense to include children under the age of 18 years of age.
- D. Commits or allows to be committed an act or acts of torture upon such child.
- E. Inflicts excessive corporal punishment.

"Neglected Child" means any child whose parents or other person responsible for the child's welfare withholds or denies nourishment or medically indicated treatment including food or care denied solely on

the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise, does not provide the proper or necessary support, education as required by law, or medical or other remedial care recognized under state law as necessary for a child's well-being. Additionally, neglected includes other care necessary for the child's well-being including adequate food, clothing or shelter, or who is abandoned by his or her parents or other person responsible for the child's welfare. A child shall not be considered neglected or abused for the sole reason that such child's parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of the disease or remedial care.

Reporting:

Any recreational program or facility personnel having reasonable cause to believe a child known to them in their professional or official capacity may be an abused or a neglected child shall immediately report or cause a report to be made to the Department of Children and Family Services (DCFS). Whenever such person is required to report under this Act in his/her capacity as a member of the staff, they shall make the report immediately to DCFS in accordance with the provisions of this Act and should also notify their immediate supervisor, the person in charge of the facility, and/or Human Resources that such report has been made. Under no circumstances shall any person exercise any control, restraint, modification or other change in the report or forwarding of such report to DCFS. The privileged quality of communication between any professional person required to report and his client shall not apply to situations involving abused or neglected children, and shall not constitute grounds for failure to report as required by this Act.

In addition to the above persons required to report suspected cases of abused or neglected children, any other person may make a report if such person has reasonable cause to believe a child may be an abused or neglected child. Any person who enters employment on or after July 1, 1986, and is mandated by virtue of that employment to report under this Act, shall sign a statement on a form prescribed by DCFS, to the effect that the employee has knowledge and understanding of the reporting requirements of this Act.

Failure to report a suspected abused or neglected child may result in the employee being found guilty of a Class A misdemeanor.

Conflict of Interest:

All employees are expected to be aware of situations that may present a conflict of interest between the operations of the District and outside agencies, businesses, groups, or individuals. Employees should discuss these situations with a Supervisor prior to making any commitments that could result in a conflict of interest between the District, the employee or the outside entity.

Confidentiality:

All employees are expected to maintain professional standards related to confidentiality. Employees are not to discuss information or situations relating to participants with anyone other than appropriate staff (Supervisor, co-staff of program, Human Resources) in order to problem solve or make decisions. Furthermore, employees are not to discuss information or situations relating to participants in public places or other areas where discussions may be heard by others who do not have a right to know about such information.

8.31 ~~Bring Your Own Device~~ Telephone and Cell Phone Usage Policy

Introduction - Office telephones are a vital part of park district operations. Because of the large volume of business transacted by telephone, personal use of office telephone should be limited and personal calls should be brief. Employees need to limit personal use of their cellular telephone in the same way they need to limit personal use of their office telephone. During work time, employees are not permitted to use personal cell phones unless the call is work related. Use of personal cell phones for personal calls should be used only during breaks and meal times.

Purpose - In lieu of a park district issued cell phone, and to avoid an inconvenience to the employee, the district allows eligible employees the option of obtaining a monthly reimbursement to use their personal cell phone for business purposes.

Definitions - Cell Phone: commercial wireless phone service (mobile, cellular or digital)

Applicability - This policy applies to identify employees who are expected to use a cell phone and/or associated wireless services for District business and who receive compensation from the District to offset the cost of the cell phone for business-related calls, texts and/or email.

Reimbursement

1. Staff members in need of a smartphone (as allowed in Section 6.13 B) will receive a reimbursement of \$100 every two years for the purpose of purchasing a new phone. All other employees receiving reimbursement will receive a reimbursement of \$50 every two years for the purpose of purchasing a new phone. Employees must show a bill or purchase receipt for their cell phone in order to receive this reimbursement.
2. Eligible employees will be reimbursed on a monthly basis as follows: Smartphones: \$50/month; Standard Phones: \$20/month.
3. Eligibility for the reimbursement or the level of the reimbursement provided is subject to change or cancellation as determined by the Executive Director.

Employee Responsibilities

1. The employee must provide the phone number to the District within five days of activation and must be available for calls (in possession of the phone with it charged and turned on) during those times and only those times specified by management. Non-exempt employees are not to answer business calls or check business emails beyond their regular work hours except as they may be specifically and individually mandated by the District.
2. An employee will be responsible for choosing their own call phone/data plan, as well as their carrier. Because the employee is now personally responsible for the account, the employee may use the account for both business and personal purposes. The employee may also, at their own expense, add extra services or equipment features, as desired. The Glen Ellyn Park District does not accept any liability or claims, charges, or disputes between the service provider and the employee. As noted above, recipients of this allowance must notify the Park District of the cell phone number and must continue to maintain the cell phone/data plan while in receipt of the allowance. If the employee terminates the wireless contract at any point, he or she must notify his/her supervisor within 5 business days to terminate the stipend or repay any stipend received beyond the time of cancellation.
3. The employee may choose a device with more features than suggested by their supervisor and pay the difference if he/she chooses. The cell phone will belong to the employee, not the District. The District will not pay activation fees or insurance.
4. All employees are subject to paying back their cell phone purchase reimbursement if they leave within the first year of employment, although they may keep the phone. The recovered amount will be prorated based on the actual amount of time employed.
5. The employee must pay all charges on his/her personal phone plan. If the employee leaves the position, he/she continues to be responsible for the contractual obligations of his/her cell phone plan.
6. Lost or broken equipment will be the responsibility of the employee. In the event of loss, the employee must inform the District immediately so that it may take appropriate measures to protect any confidential information.
7. Any cell phone that has data capabilities must be secured based on current security standards as may be updated from time to time, including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider and to the District's IT department or provider immediately.

8. The District is aware that employees may use their personal cell phones or similar devices for business purposes while driving in their personal vehicle. Due to extensive research that indicates that cell phone use while driving is dangerous, and may even approach the equivalent danger of driving while intoxicated, the District strictly prohibits employee use of personal phones, either hands on or hands free, for business purposes related in any way to the Park District, while driving. The prohibition of cell phone or similar device use while driving includes placing calls, text messaging, Internet use, receiving or responding to mail, checking for phone messages, or any other purpose related to your employment, the business, meetings or civic responsibilities performed for or attended in the name of the District or any other District activities not named here while driving. You may not use your cellular phone to receive or place calls, text messages, surf the internet, check phone messages or receive or respond to email while driving if you are in any way doing activities related to your employment. We recognize that other distractions occur while driving; however, curbing the use of cell phones while driving is one way to minimize the risk. Engaging in any District business on a cell phone while driving is prohibited. Should you need to engage in any District business while driving, you are required to stop your vehicle in a safe location so that you may safely use your cell phone.

Freedom of Information Act/Local Records Act

The District is a public body subject to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) and Local Records Act (50 ILCS 205/1 et seq.). As such, it is required to maintain certain records, and to provide certain records upon request and in accordance with law. Employees must provide access to their phones upon demand for the purpose of compliance if and when necessary. Employees will be provided with training and education as to the types of District-related records which must be retained on their personal devices, and for how long, and are expected to comply with these requirements.

- 8.32 Pregnancy Discrimination Policy** Approved by Board of Commissioners: December 3, 2019
(Moved to section 4.00)
- 8.33 Infectious Disease Control Policy** *(Moved to Section 9.05)* Approved by Board

Proposed NEW Section: 9.00 SAFETY IN THE WORKPLACE

9.01	8.08	On the Job Safety	42	
9.02		Safety Committee		
9.03	8.09	Reporting of on the Job Accidents and/or Injuries	42	
9.04		Your Right to Know		
9.05	8.33	Infectious Disease Control Policy	55	6-16-2020
9.06		Violence in the Workplace		
9.07		Weapons Policy		
9.08		Inclement Weather/Emergency Closing Policy		

9.01 On the Job Safety (formerly policy 8.08)

Introduction

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

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

Safety while on the job shall be the responsibility of every employee of the District. All employees shall exercise caution and observe all safety rules and regulations applicable to their respective positions and the operation of equipment or use of tools.

Good housekeeping is possibly the most visible evidence of management and employee concern for safety and health that an agency displays on a day-to-day basis. Orderliness in the workplace contributes to a safe working environment by minimizing obstacles and potential safety and health threats such as spills, trip hazards, etc.

- B. Various items of safety equipment shall be made available to all employees for their own protection and the protection of fellow workers. Such items must be worn by employees while engaged in work requiring them. Employees who fail to use or wear safety equipment that has been so furnished shall be subject to disciplinary action.

All employees shall be expected to be alert for and to report any safety hazards which could affect the general public or employees of the District.

9.02 Safety Committee

The Park District Safety Committee is intended to assist Park District employees in providing safe and efficient operations and services for employees and patrons. The Safety Committee is comprised of one or more employees from each facility and department. The Safety Committee makes safety inspections of Park District facilities, organizes employee-training sessions, manages Safety Awareness campaigns, reviews patron and employee accidents and makes recommendations where safety can be improved. Meetings are held quarterly, and more regularly when needed. Please speak with your immediate supervisor if you would like to join the committee or attend a meeting.

9.03 Reporting of On the Job Accidents and/or Injuries (formerly policy 8.09)

All employees shall immediately report any accident or injury suffered on the job to their supervisor. Any employee injured on the job shall be instructed to report for an examination and/or treatment at a hospital, clinic, or physician's office designated. In the case of severe injury, the Glen Ellyn paramedics should be called immediately. The employee's supervisor shall be responsible for filing an accident report on the approved form within twenty-four (24) hours after the accident or injury.

9.04 Your Right to Know

Working with Hazardous Substances

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

OSHA's Hazard Communication Standard (29 CFR 1910.1200) affects everyone in the workplace who comes into contact with hazardous materials.

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

Employees have to read labels and SDS sheets, and they have to follow the Park District's safety procedures for storing, handling and using hazardous materials.

For more detailed information, related to Hazard Communication and Identification please speak with your supervisor and refer to the Park District's Safety Manual.

9.05 Infectious Disease Control Policy (Previous 8.33 Policy Board approved 6-16-2020)

The Glen Ellyn Park District will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of the Park District during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The Glen Ellyn Park District is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Preventing the Spread of Infection in the Workplace

The Glen Ellyn Park District will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. A committee will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

Limiting Travel

All nonessential travel should be avoided in the event of an infectious disease outbreak. Individuals who travel during an outbreak may be required to self-quarantine upon returning. The District will follow guidance promulgated by the CDC and state and local public health agencies in determining how best to safeguard fellow employees and patrons in the event that an employee has travelled to an area where he or she may have been exposed to infection. Employees who travel to areas where the risk of infection is increased and who are forced to self-quarantine or otherwise required to miss work because of their travel shall be forced to use their accrued time to cover any absences.

Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your supervisor for consideration.

Staying Home When Ill

Many times, with the best of intentions, employees report to work even though they feel ill. We provide paid sick time and other benefits to compensate employees who are unable to work due to illness. Depending on the severity of the illness and length of time expected to be off work, Family Medical Leave (FMLA) options and/or IMRF Disability may be available. Contact Human Resources for more information.

~~During an infectious disease outbreak,~~ It is critical that employees do not report to work while they are ill **with a potentially infectious disease** and/or experiencing the following symptoms: Examples may include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. **Employees who have been diagnosed with an infectious disease or are experiencing symptoms of such should consult with their supervisor or Human Resources regarding when it is safe to return to work.** ~~Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications.~~ Employees who report to work **while ill with a potentially infectious disease** will be sent home **immediately**. ~~in accordance with these health guidelines.~~

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, the Park District may implement these social distancing guidelines to minimize the spread of the disease among the staff.

During the workday, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least six feet from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in work rooms, breakrooms, copier rooms or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants). If eating in a lunchroom, we ask that you wipe down the area where you have eaten as well as any objects or handles that you have touched with disinfecting wipes or solutions. We appreciate your cooperation with minimizing the spread of possible infection.
6. If patrons or other employees need information such as documents, brochures or supplies, all efforts should be made to minimize person-to-person contact in providing such items. Where possible, forms, brochures and other documents can be delivered electronically. If actual physical materials or supplies are needed, all efforts should be made to prepare such items for no-contact delivery.
7. **Avoid sharing equipment such as telephones, work spaces and supplies with other employees.**

Outside activities

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

9.06 Violence in the Workplace

The Glen Ellyn Park District strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's immediate supervisor and/or the department head. All complaints will be investigated.

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

9.07 Weapons Policy

Introduction

The Glen Ellyn Park District strictly prohibits and does not tolerate weapons at any Park District facility, on any Park District property, or at any Park District-sponsored event.

Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three (3) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, manager, or supervisor.

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

Procedure for Reporting Possession of a Weapon

If you know of an employee possessing a weapon, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to Human Resources or the Executive Director.

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

9.08 Inclement Weather/Emergency Closing Policy

On occasion, due to inclement weather, national crisis, or other emergency, the Park District may close for all or part of a normally scheduled workday. The Park District will attempt to notify employees of its closure through announcements on **predetermined local area radio stations**.

Even during inclement weather, the Park District will make every effort to remain open and offer services to the community while still being mindful of safety.

Prior to normal starting time when it is announced that all local schools and government offices will be closed due to inclement weather, the Glen Ellyn Park District offices/facilities will be closed. This is usually a result of extreme conditions to include difficulty with travel. All full-time employees will be paid for such time off. Part-time employees will be paid if normally scheduled to work that day and only for those hours which the employee would normally work.

During other inclement weather conditions, the Park District will generally remain open and all employees will be expected to make reasonable efforts to get to work. Employees unable to arrive for work due to inclement weather will be charged one (1) day of vacation unless able to perform work remotely and with permission from their supervisor. If no vacation time is available, nonexempt employees will not be paid for the day. All employees who are unable to report to work should call their immediate supervisor and report their absence 30 minutes prior to the start of their work day.

If inclement weather occurs on a federal holiday not generally observed by the Park District, management will make its own decision concerning early closing on that day and communicate this to employees by email and phone.

On days when weather conditions worsen as the day progresses, the Park District may decide or be forced to close all or some operations early. Employees will be expected to remain at work until the appointed closing time and/or program participants have been notified of closure or unless they receive permission from their department head to do otherwise.

Time absent from work due to inclement weather is not counted as hours worked when computing weekly overtime and in most cases is unpaid leave.

Extended Closing

In the event of a closing for an extended period of time, the District will determine its personnel needs and may lay off employees or furlough them. A layoff constitutes a separation from employment and will be determined based on operational needs, merit, skills, and abilities as well as seniority. All layoffs will be treated the same as any other separation from District employment but with the possibility of recall. Furloughs do not constitute separation from employment. Furloughs may be full or partial and paid or unpaid at the sole discretion of the District. At the District's sole discretion, furloughed employees may be offered the option of using accrued paid time off in lieu of taking unpaid furlough days. This policy shall apply to both exempt and non-exempt employees in compliance with state and federal laws.



MEMO

January 28, 2021

TO: Park District Board of Commissioners

FROM: Nicholas Cinquegrani, Superintendent of Finance & Personnel
Lynn Wiltfong, Human Resources Generalist & Safety Coordinator

CC: Dave Harris, Executive Director

RE: Section 125 Plan Document

Please find attached an updated Section 125 Plan Document for the Park District. The Park District has provided a Section 125 Flexible Benefit Plan (aka Flexible Spending Account or Cafeteria Plan) to full-time employees for many years. Offering such a plan allows employees to elect to pay group health insurance premiums, qualified medical expenses, and qualified dependent care expenses as pre-tax payroll deductions in accordance with the guidelines established under Section 125 of the Internal Revenue Service (IRS) code. Further, the Park District saves on those same payroll expenses (Medicare and Social Security) based on the employee elections.

Similar to the personnel policies being recommended for update, and to expedite the approval process, the Section 125 Plan Document has been reviewed and approved by legal counsel.

Staff Recommendation:

Staff recommends placing the attached Section 125 Plan Document on the consent agenda for the Regular Board meeting scheduled for February 16th.



PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Glen Ellyn Park District
Address:	185 Spring Ave. Glen Ellyn, IL 60137
Employer Identification Number:	36-6005896
Nature of Business:	Local Government/Park District
Name of Plan:	Glen Ellyn Park District Section 125 Flexible Benefit Plan
Plan Number:	10001234

B. EFFECTIVE DATE

Original effective date of the Plan:	<u>January 1, 2009</u>
If Amendment to existing plan, effective Date of amendment:	<u>January 1, 2021</u>

C. ELIGIBILITY REQUIRMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of employment
Minimum Hours:	All employees with 30 - 40 hours of service or more each week and classified as full-time to be eligible for benefits.

D. PLAN YEAR

The current plan year will begin on January 1st and end on December 31st and each subsequent plan year will remain the same.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:	The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be: Employer contributes a fixed percentage of the per paycheck premium costs based on the plan selection of the Participant (e.g.
------------------------------------	--

PPO, HMO). The fixed percentage will be set by the Board on an annual basis.

The Employer may at its sole discretion provide a non-elective contribution to provide non-premium benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this nonelective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions
(Salary Reduction)

The maximum amount available to each participant for the purchase of elected benefits through salary reduction will be:

100% of the Employee portion of cost of qualified benefits elected by the Participant each plan year.

F. AVAILABLE BENEFITS

Each of the following components should be considered a plan that comprises this Plan. The plan document, if any, for each plan described herein is hereby incorporated by reference.

1. **Group Medical Insurance** – The terms, conditions, and limitations for the Group Medical Insurance will be set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
 - i. **PDRMA PPO Plan - \$1,500 Deductible Plan \$1,250 HRA: Rx 1**
 - ii. **PDRMA HMO Plan – HMOI RX 1**
2. **Dental Insurance** – The terms, conditions, and limitations for the Group Medical Insurance will be set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
 - i. **PDRMA Dental with Orthodontia**
3. **Vision Insurance** - The terms, conditions, and limitations for the Group Medical Insurance will be set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
 - i. **PDRMA Vision Plan \$600**
4. **Group Life Insurance and Voluntary Individual Life Insurance Plan** - which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Internal Revenue Code (the “Code”). Life insurance is only made available through the Plan to the eligible employee and not the employee’s dependents.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.

**PDRMA Group Life Insurance
Voluntary Individual Life Insurance
NCPERS Voluntary Individual Term Life Insurance**

5. **Medical Expense Reimbursement Plan** - The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VI of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - **\$2,750.00** per Plan Year. In no event can the maximum benefit exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper – Superintendent of Finance & Personnel

Grace Period: The provisions in Section 7.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan are elected.

Carryover: The Provisions in Section 7.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are not elected.

6. **Dependent Care Assistance Plan** - The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section VII of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - **\$5,000.00** per Plan Year

Recordkeeper – Superintendent of Finance & Personnel

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Illinois. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 2021 .

**Glen Ellyn Park District
(Name of Employer)**

Witness: _____

By: _____

Title: _____

Title: _____

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I PURPOSE

The Glen Ellyn Park District (Employer) is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Park District desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Park District to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 Administrator** The Glen Ellyn Park District unless another has been designated in writing by the Park District as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 Code** Internal Revenue Code of 1986, as amended.
- 2.04 Dependent Any of the following:**
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii)

includes any child of the Participant to whom 9 Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her fulltime student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan). Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 Effective Date

The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 Elective Contribution

The amount the Participant authorizes the Park District to reduce taxable compensation for the purchase of benefits elected through salary redirection.

2.07 Eligible Employee	An Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08 Employee	Any person employed by the Employer on or after the Effective Date.
2.09 Employer	The entity shown in Item A of the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10 Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11 Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12 ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13 Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14 Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15 HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16 Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17 High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18 HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.
2.19 Insurer	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20 Key Employee	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.21 Non-Elective Contribution	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22 Participant	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.

- 2.23 Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 Policy** An insurance policy issued as a part of this Plan.
- 2.26 Preventative Care** Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.

SECTION III ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 ELIGIBILITY:** Each Employee of the Glen Ellyn Park District who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans, all of which are incorporated by reference. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the finance dept./HR, during an enrollment period or upon a qualifying event, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the District may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, or the effective date of benefits, whichever is later, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and

consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Park District as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Park District shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Park District will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return).

Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Glen Ellyn Park District may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary

reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The District, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:

- (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;
- (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;
- (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or

- (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance.

An election change under (iii) or (iv) of this provision must be requested **within 60 days** after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Park District amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to Reduction in Hours of Service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if **both** of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; AND

- (ii) The cancellation of the election of coverage under the Park District’s group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to Enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer’s Plan if **both** of the following conditions are met:
 - (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace’s annual open enrollment period; AND
 - (ii) The cancellation of the election of coverage under the Park District’s group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Park District, unless the Park District and the Recordkeeper otherwise agree in writing. Any midyear change to a Participant’s elections permitted by the Plan must be consistent with the midyear election change event giving rise to the change.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent’s plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant’s salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (b) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if
 - (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or
 - (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Non-elective contributions not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Glen Ellyn Park District from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Park District in a separate account or, if elected by the Park District and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V
GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01** **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02** **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(2), and F(3) of the Adoption Agreement.
- 5.03** **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(2), and F(3) of the Adoption Agreement.
- 5.04** **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05** **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06** **SECTION 105 AND 106 PLAN:** It is the intention of the Park District that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Park District to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07** **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Park District on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08** **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI
GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 6.01** **PURPOSE:** This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(4) of the Adoption Agreement.
- 6.02** **ELIGIBILITY:** Eligibility will be as required in Item F(4) of the Adoption Agreement.
- 6.03** **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(4) of the Adoption Agreement.
- 6.04** **TERMS, CONDITIONS, AND LIMITATIONS:** The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

6.05 **SECTION 79 PLAN:** It is the intention of the Park District that the premiums paid for the benefits described in Item F(4) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 **CONTRIBUTIONS:** Contributions for the Group Life Insurance portion of this benefit will be provided by the Park District on behalf of a Participant as provided for in Item E of the Adoption Agreement. Contributions for the Voluntary Individual Life Insurance portion of this benefit will be provided by Elective Contributions as provided in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VII MEDICAL EXPENSE REIMBURSEMENT PLAN

7.01 **PURPOSE:** The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 7.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Park District that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VII shall be construed in a manner consistent with that intention.

7.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(5) of the Adoption Agreement.

7.03 **TERMS, CONDITIONS, AND LIMITATIONS:**

- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. **Maximum benefit.** The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(5) of the Adoption Agreement.
- c. **Claim Procedure.** In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the 15th day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section X.

- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Park District from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Park District when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 7.06 and 7.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Park District and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 7.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the Plan Year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.
- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Park District's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Park District for funds advanced to cover a previous short fall.

- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Park District has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.5 of the Adoption Agreement shall be pro-rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro-rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan do not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that:

- (i) commences while the child is suffering from a serious illness or injury;
- (ii) is medically necessary; and
- (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan.

A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

7.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (*subject to the restrictions in Sections 7.04(b) and (c)*) during a Plan Year that
 - (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125,
 - (ii) is excluded from gross income of the Participant under Code Section 105(b), and
 - (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source.

Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”); and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 7.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

7.05 USE OF DEBIT CARD: In the event that the Park District elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer’s major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of 23 such cards set forth in Rev. Rul. 2003-43, and this Section 7.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

7.06 GRACE PERIOD: If the Employer elects in Section F.5 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 7.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

7.07 CARRYOVER: If the Employer elects in Section F.5 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 7.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the runoff period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 7.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior

Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 7.06 in Section F.5 of the Adoption Agreement, this Section 7.07 shall not apply.

SECTION VIII DEPENDENT CARE REIMBURSEMENT PLAN

- 8.01 PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Park District that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY:** The eligibility provisions are set forth in Item F (6) of the Adoption Agreement.
- 8.03 TERMS, CONDITIONS, AND LIMITATIONS:**
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F (6) of the Adoption Agreement. For purpose of this Section VIII, the phrase "earned income" shall mean wages, salaries, and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 8.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
 - c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section X.

- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through Employer Contributions by the Park District from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Park District when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129.

8.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section VIII) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section VIII) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section VIII) shall mean expenses incurred by a Participant which are:
 - (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is

- (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or
- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has

- the same principal place of abode as the Participant for more than half of the taxable year, or
- (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year.

Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section VIII) means:
 - (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION IX AMENDMENT AND TERMINATION

- 9.01** **AMENDMENT:** The Glen Ellyn Park District shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Park District also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Park District may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 9.02** **TERMINATION:** The Park District shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Park District which therefore have arisen under the Plan.

SECTION X ADMINISTRATION

- 10.01** **NAMED FIDUCIARIES:** The Administrator shall be the fiduciary of the Plan.
- 10.02** **APPOINTMENT OF RECORDKEEPER:** The Park District may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Park District without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

10.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

10.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Park District. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

10.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Park District shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Park District's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

10.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

10.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as

may be necessary to implement this provision. The provision of any information to the Administrator required to administer this Plan is given under the express condition that it may be released to the extent necessary to verify and administer the benefits herein described.

10.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

10.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 10.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 10.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain

- (a) the specific reasons for the denial,
- (b) references to pertinent plan provisions upon which the denial is based,
- (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and
- (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

10.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 10.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit. A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.
 - c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who

decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

10.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Park District.

10.12 PROTECTED HEALTH INFORMATION: The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Park District, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Park District will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Park District with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Park District;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;

- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Park District still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XI MISCELLANEOUS PROVISIONS

- 11.01 FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 11.02 NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Park District makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 11.03 PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Park District and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Park District nor to interfere with the right of the Park District to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

- 11.04 NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 11.05 SEVERABILITY:** If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 11.06 CONSTRUCTION:**
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 11.07 NONDISCRIMINATION:** In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 11.08 ERISA:** The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.



MEMO

February 2, 2021

TO: Park District Board of Commissioners
FROM: Dave Harris, Executive Director
RE: Coronavirus Update – Park District related

An update regarding Park District related items to the ongoing COVID-19 situation will be presented. Discussion will include the status of programs, facilities, and marketing to date per the current guidelines that have been mandated by the State of Illinois. Staff will answer any questions regarding the modified restrictions and adjustments to programming and operations due to the move into Tier 1 mitigation.