



## **Personnel Manual**

**January 2024**

### **Vision**

Discover Abilities  
Achieve Potential  
Realize Dreams

### **Mission**

To enrich lives through recreation.

### **Core Values**

Fun - Friendships - Caring  
Trust - Accountability

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## Introduction

Welcome to SEASPAR. SEASPAR is proud of its record of continuing growth and expansion of services offered to the residents of the communities we serve. The growth and reputation of SEASPAR are the direct results of individual efforts and close cooperation by all of our employees. Our future success will depend upon continuation of these efforts, along with good safety habits, and adherence to the highest professional standards and ideals.

SEASPAR has prepared this Personnel Manual ("Manual") as a reference guide for its employees. It includes a summary of SEASPAR's basic policies and rules, as well as benefits available to employees. It supersedes all prior manuals, handbooks, policy statements, practices, or customs. Please note that this Manual is not an all-encompassing statement of SEASPAR's policies, rules, and benefits.

SEASPAR reserves the right to modify, revoke, suspend, terminate, or change the language and/or sections within this Personnel Manual, in whole or in part, at any time, with or without notice. If from time to time when changes are necessary or revisions are made, all SEASPAR employees will normally be given revised copies for inclusion in their copy of the Manual. All approved modifications to these policies shall become a part of the Manual on their effective date until amended or withdrawn. All approved modifications will be provided to all SEASPAR employees in written form for inclusion in their copy of the Manual. From time to time, SEASPAR may also adopt policies that relate to, supersede, or extend beyond the scope of the Manual. Employees shall be notified in writing when new policies that affect them are enacted.

Applicable federal, state, or local laws or regulations shall supersede these stated policies, until corrections can be published, in the following instances:

- If any of the policies are or become in conflict with federal, state, or local laws or regulations;
- If any omissions or inclusions cause conflict with federal, state, or local laws or regulations; and
- If typographical or printer error should cause conflict with any federal, state, or local laws or regulations.

SEASPAR employees are expected to demonstrate the highest standards of personal and professional integrity, honesty, and responsibility in the performance of their duties. Employees are expected to serve the public with respect, concern, courtesy, diligence, and responsiveness, and to approach their duties with dedication and a positive, cooperative, and supportive attitude.

Each employee is expected to review this Manual and become familiar with its contents. Employees are required to comply with all policies, rules, and procedures established in this Manual.

**NOTHING CONTAINED IN THIS MANUAL OR ANY WRITTEN OR ORAL STATEMENT CONTRADICTING, MODIFYING, INTERPRETING, EXPLAINING, OR CLARIFYING ANY PROVISION OF THIS MANUAL IS INTENDED TO CREATE OR SHALL CREATE AN EMPLOYMENT CONTRACT, EITHER EXPRESSED OR IMPLIED, BETWEEN SEASPAR AND ANY EMPLOYEE. AS A SEASPAR EMPLOYEE, YOU ARE AN AT-WILL EMPLOYEE. EMPLOYEES MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. LIKEWISE, SEASPAR RETAINS THE RIGHT TO DISMISS AN EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE.**

Where the context of this Manual permits, words in the masculine gender shall include the feminine and neutral genders and words in the singular number shall include the plural number. The descriptive headings of the various sections or parts of this Manual are for convenience only and shall not affect the meaning or construction nor be used in the interpretation of this Manual or any of its provisions.

If any term of this Manual is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.

Should any question arise as to the proper interpretation of any provision of this Manual, or any other personnel policy, the decision of the Executive Director shall be final. The Executive Director, along with the supervisory staff, shall be responsible for overseeing the enforcement of the policies contained within this Manual, the employment of all personnel, and the general direction of the activities of all employees, except those whose appointment is otherwise prescribed.

Should an employee have any questions regarding the provisions or the interpretation of those provisions within this Manual, it is the employee's responsibility to promptly consult his or her immediate supervisor or the Executive Director to ensure any questions or uncertainty about the Manual are reconciled.

## **Section 1 Employment Policies**

### **1.1 Equal Employment Opportunity Policy**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at SEASPAR, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, gender, age, national origin, ancestry, work authorization status, pregnancy, marital status, military or veteran status, disability, sexual orientation, gender identity, order of protection status, genetic information, or any other protected characteristic as established by applicable law.

This policy of equal employment applies to all aspects of the employment relationship, including but not limited to: initial consideration for employment; job placement and assignment of responsibilities; performance evaluation; promotion and advancement; compensation and fringe benefits; training and professional development opportunities; formulation and application of employment policies and rules; facility and service accessibility; and discipline and dismissal.

Employees' questions, concerns, or complaints (formal or informal) should be referred to their immediate supervisor or the Executive Director. All such matters will be thoroughly investigated and rectified if a policy violation is identified. Please refer to the policy governing sexual and other types of harassment below for more detailed information concerning SEASPAR's investigative procedures.

### **1.2 Nondiscrimination and Antiharassment Policy**

SEASPAR commits to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. SEASPAR expects all relationships among people in the workplace to be business-like and free of bias, prejudice, and harassment.

It is the responsibility of each and every employee, volunteer, intern, board member, participant, vendor, or contractor of SEASPAR, as well as anyone using SEASPAR's or a member entities' facilities, to refrain from sexual and other harassment. SEASPAR will not tolerate sexual or any other type of harassment of or by employees, interns, board members, or any other person in an employee's work environment. Actions, words, jokes or comments based on an individual's actual or perceived gender (including gender identity or expression), sex, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, sexual orientation, civil union partnership, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals because of their actual or perceived gender (including gender identity or expression), sex, sexual orientation, civil union partnership, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the

status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic, from participating in business or work-related social activities or discussions to avoid allegations of harassment.

The law and policies of SEASPAR prohibit disparate treatment based on an individual's actual or perceived gender (including gender identity or expression), sex, sexual orientation, civil union partnership, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. SEASPAR intends the prohibition against harassment, discrimination, and retaliation to complement and further these policies, not to form the basis of an exception to them.

In addition to this policy and SEASPAR's EEO Policy, SEASPAR provides training on discrimination, harassment, and retaliation to its employees at or near the time of hire and annually thereafter.

### **Definitions of Harassment**

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors or any other verbal, physical or visual conduct of a sexual nature when any of the following occur:
  - Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment.
  - Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
  - The harassment has the purpose or effect of interfering with the individual's work performance or creating an environment that is intimidating, hostile, or offensive to the individual.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender or sex. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

2. SEASPAR also strictly prohibits harassment on the basis of any other legally protected characteristic. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of an individual's actual or perceived race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, gender (including gender identity or expression), sex, sexual orientation, civil union



partnership, age, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to childbirth or pregnancy, or any other characteristic protected by law, or that of an individual's relatives, friends, or associates, and results in any of the following:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment opportunities.
- Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings, business-related social events, and any other location where SEASPAR has assigned the individual to perform their job duties.

**IMPORTANT: Any employee/ intern engaging in practices or conduct constituting sexual harassment, discrimination, harassment, or retaliation (as discussed later in this policy) of any kind will be subject to disciplinary action, up to and including dismissal from employment. SEASPAR will take appropriate remedial action against any other individual (e.g., Board members, independent contractors, patrons, vendors, etc.) engaging in practices or conduct constituting sexual harassment, discrimination, harassment, or retaliation.**

#### **Retaliation Is Prohibited**

SEASPAR prohibits retaliation against any individual, because the individual reports discrimination, harassment, or retaliation; participates in an investigation of such reports; and/or files a charge of discrimination, harassment, or retaliation. Retaliation against an individual for reporting harassment, discrimination, or retaliation; participating in an investigation of a claim of harassment, discrimination, or retaliation; or for filing a charge of discrimination, harassment or retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including dismissal and/or other remedial action as warranted by the circumstances.

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

#### **Complaint Reporting Procedure**

SEASPAR strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. This policy applies to all full-time, part-time, temporary, and seasonal employees and interns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of

harassment, discrimination, or retaliation. While SEASPAR has not established a fixed reporting period, it strongly urges the prompt reporting of complaints or concerns, so SEASPAR can take rapid remedial action if warranted.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory or retaliatory conduct from promptly advising the offender that the offender's behavior is unwelcome and requesting it be discontinued. However, nothing in this policy will require individuals who believe they are being subjected to harassing, discriminatory or retaliatory behavior to inform the offender.

If an employee experiences or witnesses harassment, discrimination, or retaliation of any kind, the employee should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to their immediate supervisor, Department Head, and/or the Executive Director. The employee should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, texts, social media postings, tweets, emails, and telephone messages can strengthen documentation. Any employee, even when the discrimination, harassment or retaliation is not directed at them, can and should make a complaint.

- **Direct Communication with Offender:** If there is harassing, discriminatory or retaliatory behavior in the workplace, and if the employee feels comfortable doing so, they should directly and clearly express the objection to the offending person(s) regardless of whether the behavior is directed at the employee witnessing the behavior. If the employee is the harassed individual, and if the employee feels comfortable doing so, they should also clearly state the conduct is unwelcome and the offending behavior must stop. However, an employee is not required to confront the person directly who is the source of the report, question, or complaint before notifying any of those individuals listed below. SEASPAR does not require an employee to confront the person who is the source of the report, question, or complaint directly, if they feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event the employee witnessing or experiencing the behavior feels threatened or intimidated by the offending person, the employee should promptly report the offending behavior to their immediate supervisor, Superintendent, Ethics Officer and/or Executive Director. If the employee feels uncomfortable doing so, or if the immediate supervisor is the source of the problem, condones the problem or ignores the problem, please report the conduct directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem or ignores the problem, the employee should immediately report the incident or incidents in writing directly to the President of the Board.
- **Report to Executive Director/President of the Board:** An individual may also report incidents of harassment, discrimination, or retaliation directly to the Executive Director. If the complaint alleges harassment, discrimination, or retaliation by the Executive Director, or if the Executive Director condones the problem or ignores the problem, an employee should immediately report the incident or incidents in writing to the President of the Board.

- **Complaint Against a Board Member:** If someone makes a complaint about alleged discrimination, harassment, or retaliation by an official of SEASPAR, they should report the allegations to the Executive Director, the President of the Board or any other board member not involved in the alleged discrimination, harassment, or retaliation. If someone makes a complaint against an official of SEASPAR under this section, SEASPAR will refer the matter to its legal counsel. The Executive Director (or its designee) or an independent attorney or consultant will document and thoroughly investigate the complaint. A committee made up of other Board members who are not subjects of the allegations will review the findings.

When someone reports an allegation of discrimination, harassment, or retaliation, SEASPAR will conduct an investigation within a prompt period of time and take appropriate remedial action when the investigation determines the allegation is a substantiated violation of policy. At no time will personnel involved in the alleged discrimination, harassment or retaliation conduct the investigation.

Nothing in this policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights (IDHR), which is the state agency responsible for enforcing the Illinois Human Rights Act, as described in the Conclusion section below. The IDHR maintains a hotline for confidential reports of sexual harassment at 877.236.7703.

#### **Harassment Allegations Against Nonemployees/Third Parties**

If an employee makes a complaint alleging harassment, discrimination or retaliation against an agent, vendor, supplier, contractor, volunteer, or person using SEASPAR programs or facilities, the Executive Director (or designee) will promptly investigate the incident(s) and determine the appropriate remedial action, if any. SEASPAR will take reasonable efforts to protect the reporting/impacted employee(s) from further contact with such persons when warranted or will take other reasonable steps to remediate the situation, including (but not limited to) evaluating interim steps warranted while SEASPAR investigates the allegations.

**IMPORTANT: Individuals who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint reporting procedure.**

#### **Harassment of Nonemployees**

SEASPAR strictly forbids harassment of nonemployees by employees and will discipline employees, up to and including dismissal for engaging in harassment. If a nonemployee has a complaint of harassment, they should notify SEASPAR's Superintendent or Executive Director. If the allegation implicates the Superintendent or the Executive Director, the nonemployee can make the report to the President of the Board. The Executive Director or President of the Board (or designee) as appropriate will thoroughly investigate the allegations of the complaint and, if warranted, take reasonable remedial measures. For the purposes of this section, "nonemployee" means a person who is not otherwise an employee of SEASPAR and is directly performing services for the employer pursuant to a contract with the employer; it includes independent contractors and consultants.

#### **Responsibility of Supervisors and Witnesses**

Any supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination and/or retaliation of or by any individual should immediately advise the Executive Director, and the Executive Director (or designee) will investigate the conduct promptly and take prompt remedial action, if the investigation substantiates the allegations. In the event the allegations implicate the Executive Director, the supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination and/or retaliation of or by any individual should immediately advise the

President of the Board, and SEASPAR will investigate the conduct promptly and take prompt remedial action, if the investigation substantiates the allegations.

SEASPAR encourages all individuals to report incidents of harassment, discrimination, and retaliation regardless of who the offender may be or whether the reporting employee is the intended victim.

### **The Investigation**

SEASPAR will investigate any reported allegations of harassment, discrimination, or retaliation promptly. SEASPAR will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality, as SEASPAR must be able to investigate fully and take prompt remedial action when necessary. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. SEASPAR reserves the right and hereby provides notice that it may use third parties to investigate claims of harassment, discrimination, or retaliation. Employees must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including dismissal from employment.

### **Responsive Action**

After investigation, SEASPAR will determine whether the investigation substantiates a complaint of harassment, discrimination, or retaliation after reviewing the facts and circumstances of each situation. SEASPAR will deal with misconduct constituting a violation of this policy (such as engaging in harassment, discrimination, or retaliation) appropriately. Appropriate remedial action for a substantiated complaint may include, by way of example only: training, referral to counseling and/or disciplinary action (such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or dismissal from employment), as SEASPAR believes appropriate under the circumstances.

### **False and Frivolous Complaints**

Given the possibility of serious consequences for an individual accused of sexual or other harassment, discrimination, or retaliation, SEASPAR considers complaints made in bad faith or otherwise false and frivolous charges severe misconduct and may result in disciplinary action, up to and including dismissal.

### **Conclusion**

In summary, employees have a right to: be free from unlawful discrimination, harassment, or retaliation in the workplace (see this policy and SEASPAR's EEO Policy); file a charge of discrimination, harassment, or retaliation (see this policy); and obtain reasonable accommodations, such as those based on pregnancy, childbirth, or medical conditions related to pregnancy or childbirth (see SEASPAR's ADA Policy and Pregnancy Discrimination Policy).

While SEASPAR hopes to be able to resolve any complaints of discrimination, harassment, or retaliation within SEASPAR, it acknowledges each employee's right to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. The IDHR also has a reporting hotline that includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment: 877.236.7703. If the IDHR determines there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (IHRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the IHRC between the 365th and the 395th day.

### **1.3 Pregnancy Discrimination Policy**

SEASPAR prohibits and does not tolerate discrimination against anyone on the basis of pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. SEASPAR commits to making reasonable accommodations related to pregnancy, childbirth, and medical or common conditions related to pregnancy or childbirth. It treats all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits, and opportunities. No person or employee, no matter their title or position, has the authority, whether express, actual, apparent or implied, to discriminate against a pregnant employee or applicant.

SEASPAR will not deny or remove an employee from a position because the employee is pregnant, considering pregnancy, or experiencing any pregnancy-related problems. It will base all decisions regarding a pregnant employee's placement in, or continuation in, a job on the same considerations that govern all employment decisions – the employee's ability to perform the essential functions of the job in question satisfactorily, with or without reasonable accommodation.

#### **Requests for Reasonable Accommodations – Interactive Process**

Employees who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or Superintendent. SEASPAR encourages employees to come forward and request reasonable accommodation when needed for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. If employees feel uncomfortable making an accommodation request to their supervisor or Superintendent, or they believe the accommodation request was not properly managed when made, they should report the matter to the Executive Director.

On receipt of an accommodation request, SEASPAR (usually the Superintendent or designee) will meet with the requesting employee to begin an interactive process. During this interactive process, the employee and SEASPAR will discuss and identify the precise limitations or restrictions resulting from the pregnancy, childbirth, or a related medical or common condition, and the potential accommodation(s) SEASPAR might make to help overcome those limitations/restrictions and allow the employee to perform the essential job functions of the position. SEASPAR may request employees obtain medical documentation supporting their reported need for reasonable accommodations in compliance with applicable laws. SEASPAR will determine the feasibility and reasonableness of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, SEASPAR's overall financial and other resources, the accommodation's impact on the operation of the department, including the ability of other employees to perform their duties and SEASPAR's ability to provide its services to the public.

SEASPAR will determine what it considers a reasonable accommodation on a case-by-case analysis. When it denies a particular request, SEASPAR will endeavor to find and offer a reasonable alternative.

#### **Decision on Accommodations and Appeal Process**

SEASPAR will inform the employee of its decision on the accommodation request. If SEASPAR denies accommodation requests, it will advise the employee of their right to appeal the decision by submitting a written statement explaining the reasons for the request to the Executive Director. If the Executive Director denies the appeal request, that decision is final.

#### **Questions on Policy – Reporting Disability Discrimination/Harassment**

An employee or job applicant who has questions regarding this policy or believes they have been discriminated against or harassed based on their pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth should immediately follow the Complaint Reporting Procedure outlined in SEASPAR's Nondiscrimination and Antiharassment Policy. SEASPAR will treat all such inquiries or complaints as confidentially as possible. However, SEASPAR cannot guarantee absolute confidentiality, as it must share information as needed to investigate complaints promptly and take remedial action when warranted.

### **No Retaliation**

The antiretaliation provisions in SEASPAR's Nondiscrimination and Antiharassment Policy apply to this Pregnancy Discrimination Policy in equal force.

### **Summary**

Employees have a right to: be free from unlawful discrimination or harassment in the workplace; file a charge of discrimination or harassment; and obtain reasonable accommodations for pregnancy, childbirth, and/or related medical or common conditions.

While SEASPAR hopes to resolve any complaints of discrimination within SEASPAR, it acknowledges each employee's right to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. If the IDHR determines there is sufficient evidence of discrimination to proceed further, it will file a complaint with the IHRC, located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the HRC between the 365th and the 395th day.

## **1.4 Reasonable Accommodations**

SEASPAR is committed to complying with all applicable provisions of the Americans With Disabilities Act (ADA) and the Illinois Human Rights Act (IHRA) and will attempt to provide reasonable accommodations for qualified individuals with disabilities; women affected by pregnancy, childbirth, or related conditions in the workplace; and individuals who request such accommodations for their religious beliefs or practices unless such accommodations would present an undue hardship for SEASPAR.

Reasonable accommodations apply to all covered employees and applicants and include, but are not limited to accommodations related to hiring practices, job placement, training, pay practices, promotion and demotion policies, and layoff and dismissal procedures.

As noted above, individuals who may request a reasonable accommodation include:

- A qualified individual with a disability, which includes any individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job the individual has or wants, and does not pose a direct threat to the health or safety of himself /herself or other individuals in the workplace;
- A pregnant individual, which includes any woman affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth; and
- An individual who requests reasonable accommodations that will allow the individual to practice his or her religion.

Contact the Executive Director for further clarification regarding SEASPAR's policy on reasonable accommodations or to request a reasonable accommodation in the workplace. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

## **1.5 Open Door Policy/Problem Solving Procedure**

SEASPAR promotes an atmosphere whereby employees can speak freely with supervisors and encourages its employees to raise issues that may be negatively impacting their work environment. Employees are encouraged to openly discuss with their immediate supervisor any problems so appropriate action may be taken. This includes concerns about workplace wrongdoing, unsafe or careless behavior, violation of the drug and alcohol policy, the weapons policy, or any other SEASPAR policy, or any other work-related concern. If the supervisor cannot be of assistance, the Executive Director is available for consultation and guidance. SEASPAR is interested in all of its employees' success and happiness. We therefore welcome the opportunity to help employees whenever feasible.

If an employee has a complaint, problem, or situation that must be addressed, the following procedure should be utilized:

1. The employee should informally discuss the situation with his or her immediate supervisor as soon as possible. The employee should give their immediate supervisor an opportunity to investigate and then respond to the employee. In most cases, the problem can and should be resolved with a frank and open discussion between the employee and the immediate supervisor.
2. If the employee is not satisfied with their immediate supervisor's response or feels the issue is not resolved, the employee can present the issue to a supervisor at the succeeding level of authority in writing as soon as possible. The employee should give that supervisor an opportunity to reconsider the situation and respond to the employee in writing.
3. If the employee is still not satisfied that the issue is resolved, the employee can present the issue to the Executive Director. As before, this should be done in writing as soon as possible. The Executive Director will consider the situation and make a decision which will be final.

## **1.6 Anti-Nepotism Policy and Romantic Relationship Policy**

Members of an employee's immediate family who are qualified and apply for vacant positions according to SEASPAR's normal and customary hiring process may be considered for employment on the basis of their qualifications. For the purpose of this policy only, the term "immediate family" includes the following relationships, whether established by blood, marriage, or other legal action: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepparent, stepsibling, aunt, uncle, niece, nephew, grandchild, or members of the same household.

Immediate family may not be hired if employment would:

- create a supervisor/subordinate relationship with a family member;
- have the potential for or actual effect of creating an adverse impact on work performance; or
- create either an actual conflict of interest or the appearance of a conflict of interest (see Section 6.15, Ethics and Conflict of Interest for additional information).

This policy must also be considered when assigning, transferring, or promoting an employee. This policy also applies to romantic relationships. If a romantic or sexual

relationship between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the employees involved to promptly disclose the existence of the relationship to the employee's immediate supervisor.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not create a conflict identified above. If one of the conditions outlined should occur, attempts will be made to find a reasonable resolution.

## 1.7 Introductory Employment Policy

Every new employee goes through an initial period of adjustment in order to learn about SEASPAR and about his or her job. During this time the employee will have an opportunity to find out if he or she is suited to, and likes, his or her new position.

The first six (6) months of employment are considered an employee's Introductory Period. SEASPAR will utilize the Introductory Period for orientation, training, and to evaluate the employee with regard to his or her work, skills, attendance, punctuality, performance in the job, and other job-related criteria. SEASPAR may extend or shorten this Introductory Period at its discretion. If the employee is reassigned or promoted to another position with SEASPAR, he or she may be required to serve an additional Introductory Period in the new position.

A performance evaluation will ordinarily be conducted by the immediate supervisor at or near the end of the employee's Introductory Period. SEASPAR may not follow progressive discipline for rule violations or performance issues occurring during the Introductory Period.

The Introductory Period is simply an administrative designation. Successful completion of the Introductory Period does not guarantee continued employment for any specific period of time or otherwise create an employment contract between the employee and SEASPAR. As is true at all times during an employee's employment with SEASPAR, employment is not for any specific time and may be terminated at will, with or without cause, and without prior notice.

Vacation and sick days will accrue during the Introductory Period but may not be taken until after 90 days. Personal days may not be taken during the Introductory Period.

## 1.8 Employee Classification

It is the intent of SEASPAR to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship, at will, at any time is retained by both the employee and SEASPAR.

Each employee is designated as either **Non-exempt** or **Exempt** according to federal and state wage and hour laws. **Non-exempt** employees are entitled to overtime pay and are subject to specific provisions of federal and state wage and hour laws. **Exempt** employees are not entitled to overtime pay and are excluded from specific provisions of federal and state wage and hour laws.



**Non-Exempt Employee.** A non-exempt employee is any employee of SEASPAR, whether having achieved full employment status or not, who is provided coverage by the Fair Labor Standards Act (FLSA) as amended for purposes of wages and overtime. An employee shall be considered non-exempt until such time that the written job description for the employee's position satisfies the criteria for a qualified exemption as set forth in the FLSA.

**Exempt Employee.** An exempt employee is any employee of SEASPAR whether having achieved full employment status or not, who is exempt from coverage by the FLSA or its amendments for purposes of wages and overtime. Determination of exempt status shall be based on whether each written job description satisfies the criteria for an "Executive," "Administrative," "Professional" or "Creative" exemption, as established by the FLSA.

In addition to the above classifications, each employee will belong to one other employment classification:

**Regular Full-Time Employees.** Regular full-time employees are those who are not in a seasonal, introductory, or part-time status and who are generally scheduled to work at least 37.5 hours per workweek for four (4) consecutive calendar quarters during a calendar year. Generally, regular full-time employees are eligible for SEASPAR's benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as needed during busy periods. Short-term and part-time employees are excluded from the full-time employee classification regardless of the number of hours worked.

**Regular Part-Time Employees.** Regular part-time employees are classified as exempt or non-exempt and are those who are not in a seasonal, introductory, or full-time status and are generally scheduled to work less than forty (40) hours per week but more than thirty (30) hours per week for four consecutive quarters during the calendar year. Depending on a number of factors (including hours worked), they may be eligible for some of SEASPAR's benefit package, in addition to those required by law, subject to the terms, conditions, and limitations of each individual benefit program.

**Part-Time Employees.** 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 Directors, part-time employees are ineligible to receive benefits. Seasonal employees are excluded from the part-time employees classification regardless of the number of hours worked.

**Short-Term Employees.** Employees who are designated as short-term by the Executive Director or the Board of Directors. Short-term employees are employed for a specific function 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. A short-term employee in a non-exempt position is paid by the hour, while a short-term employee in an exempt position is paid according to the terms of hire for that individual. However, any short-term 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 of Directors. SEASPAR does not guarantee that short-term employees will be rehired in a subsequent season or if rehired, for the same position. Short-term employees are ineligible to receive benefits.

**Seasonal Employees.** Seasonal employees are those who are employed for a specific function or project, over a designated, predetermined period of time, usually not to exceed six months. Seasonal employees are not eligible for any of SEASPAR's benefit package, except those required by law.

### **Employee Classification Review**

An employee, may at any time, submit a written request to their immediate supervisor for a review of the classification or status of their position. The request must state the reasons justifying a review. The employee's immediate supervisor will make an investigation of the position with a view toward determining its correct classification and will report their findings in writing to the Executive Director. The determination of the Executive Director will be in writing and will be final.

## **1.9 Hiring Procedures**

SEASPAR attempts to hire and retain the best available, suitable, and qualified individuals for all staff positions determined at its sole discretion.

### **Position Vacancies**

SEASPAR will post position vacancies within SEASPAR's bulletin boards, website or other locations or in other forums for the general public to view. Part-time and short-term openings are usually not posted, but a list of these positions, if available, may be obtained from the appropriate supervisor or the SEASPAR website. SEASPAR may also recruit applicants for position vacancies from outside of the organization.

### **Transfer and Promotion**

Employees interested in a particular opening should apply, in writing, to the position's supervisor and/or notify their immediate supervisor. All transfers and advancement will be made on the basis of past performance, ability, behavior, aptitude, and other relevant job-related criteria as determined by SEASPAR in its sole discretion. Whenever, in the sole discretion of SEASPAR, there are two equally qualified candidates, preference may be given to the SEASPAR employee. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants. Employees are encouraged to obtain additional training and experience necessary to increase their opportunity for promotion. SEASPAR may need to reorganize departments or reassign responsibilities within a department or position from time to time in order to best serve the public and better utilize its limited resources.

### **Application and Selection Process**

1. Individuals interested in a particular position opening must complete an application for employment. The initial application may consist of a SEASPAR application form, or a letter and/or resume. Applicants, including current employees, are required to furnish information and complete any and all forms deemed necessary, in SEASPAR's sole discretion, to satisfactorily inform SEASPAR of an applicant's qualifications and suitability for a position. The provision of false, incomplete, or misleading information in the employment application or other materials submitted in connection with an application or in response to any questions, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or dismissal of an employee.
2. The selection process involves an evaluation of the applicant's qualifications for the position sought. This may include, but is not necessarily limited to, a review of the application materials, one or more interviews by phone or in person, verification of information obtained from the application or interview, checking of references, testing, and/or any other means required to adequately evaluate an applicant's qualifications

and suitability to perform properly the necessary and essential functions of the particular position. We attempt to base employment, advancement, and promotion decisions on a person's apparent suitability for the position including, without limitation, his or her past performance, applicable education and other required credentials, future potential, his or her aptitude and behavior, and ability to meet posted requirements of the job.

3. The selected applicant may be given a formal, written offer of employment which will include the job title, expected start date, starting rate of pay and any other details related to the position. The offer of employment will be contingent upon the individual's successful completion of one or more pre-employment tests and criminal background checks applicable to the position. A copy of the offer letter, signed by the applicant's immediate supervisor, will be placed in the employee's personnel file. This employment offer does not constitute an offer for an actual or implied employment contract and will not change or modify the at-will employment relationship between employees and SEASPAR.

### **Proof of Right to Work**

Within three business days of the date employment begins, SEASPAR employees are required to provide adequate documentation of their identity and eligibility to work in the United States by completing the Federal Form I-9 and providing appropriate supporting documentation.

## **1.10 Professional Staff Qualifications Policy**

It is the desire of SEASPAR to hire the most qualified applicants for any vacancy. SEASPAR should strive to hire professional staff that are currently certified by a professional association. In the cases where it has been in the best interest of SEASPAR to hire a non-certified individual, said staff person shall be strongly encouraged to obtain an appropriate professional certification as soon as possible. All professionally certified staff shall be required to maintain their certification by earning the necessary continuing education units (CEUs).

## **1.11 Pre-Employment Tests**

One or more tests may be required of employees hired for certain positions, including without limitation, transferred, and promoted employees.

### **Pre-Placement Medical Examination**

SEASPAR requires all full-time employees, and other positions deemed appropriate, to successfully complete a medical examination after a position has been offered to the employee, but prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of SEASPAR. SEASPAR will also require drug testing for all applicants offered a full-time position and drivers of association vehicles with SEASPAR and other applicants based upon the position offered.

A physician of SEASPAR's choice and at SEASPAR's expense will perform the examination. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to SEASPAR. The employee's medical records will be maintained in a separate confidential file.

Information contained in the medical file will not be released or disclosed without the employee's written consent, by court order, or except to persons with a lawful right or need to know.

Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.

### **Criminal Conviction Background Check**

It is hereby found and determined the use of criminal background checks will assist in providing a safe environment for participants and employees of SEASPAR, and reduce theft of and damage to SEASPAR property. All applicable federal and state laws will be followed during the background check process. All background check information will be kept confidential.

All applicants who are a subject to a criminal background check will be notified prior to the time the check is conducted and will be asked to disclose any convictions prior to the check. They will also be required to complete a background check authorization form. Failure to timely complete the authorization form may result in withdrawal of the contingent offer of employment. In addition, falsification or omission of information may result in withdrawal of the contingent offer of employment, or if discovery of such falsification or omission takes place after an individual begins employment, termination.

The existence of a conviction does not automatically disqualify an individual from employment. Should a criminal background check result in a report that includes one or more convictions, SEASPAR will provide the applicant a copy of the conviction report and an opportunity to provide additional information related to the conviction. SEASPAR will seek information about and will consider:

- The time that has passed since the offense(s) or conduct, the conviction(s), and/or completion of the sentence, and the individual's age at the time of the conviction(s);
- The number of conviction(s);
- The nature and severity of the offense(s) or conduct and their relationship to the safety and security of others;
- The facts or circumstances surrounding the conviction(s);
- Evidence of rehabilitation efforts; and
- The nature of the job held or sought.

SEASPAR will also consider any additional information provided by an applicant prior to making its final decision. If the applicant does not respond to SEASPAR's request for additional information, the employment decision will be based on the information gathered by SEASPAR via the original background check.

Subsequent background checks will be performed at least once every three (3) years in accordance with applicable law.

Applicants may be required to submit fingerprints and/or other identification information in order to facilitate such an investigation.

### **Pre-Employment Drug Test**

Full-time employees and drivers of association vehicles are required to take a pre-employment drug test. An offer of employment is contingent upon successfully completing a pre-employment drug screen.

### **Driver's License Abstract**

Any employee who may be expected to drive either his or her personal vehicle or a SEASPAR vehicle in the course of his or her normal duties and will be required to have a valid driver's license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and on an annual basis thereafter, SEASPAR will request a driver's license abstract review from the Illinois Secretary of State's office. For those employees who are required to drive pursuant to their position responsibilities, certain infractions including, but not limited to, those listed below, may be grounds for a non-hire decision, a rescission of an offer of employment, or disciplinary action, up to and including dismissal:

- Excessive speeding or other moving violations within the last twenty-four (24) months;
- A revoked or suspended license within the past twenty-four (24) months;
- More than two moving violations (convictions) within the past twelve (12) months;
- More than three moving violations (convictions) within the past twenty-four (24) months;
- Conviction of two or more serious traffic offenses within one year prior to the date of application that may have endangered the life or safety of any of the driver's passengers;
- Conviction of reckless driving, driving while intoxicated, or reckless homicide resulting from the operation of a motor vehicle within five (5) years;
- Through the unlawful operation of a motor vehicle, caused an accident resulting in death of any person.

### **1.12 Orientation**

Newly hired employees or employees who, because of a transfer, promotion, or reclassification, are in a different employment classification or are entitled to different benefits must report on or before the first day in that position to complete the necessary paperwork.

Each employee, including transferred or promoted employees, may be required to complete a job training and orientation session within the first two weeks of employment in their new position.

The orientation process may include training required by both governmental regulations and compliance with the regulations and guidance promulgated by SEASPAR's Risk Management Agency (PDRMA). Employees will be required to sign an Employee Orientation Checklist to confirm that they have received and understand the necessary material.

### **1.13 Employment in More Than One Department**

Employees are usually hired for a specific position in a department. Provided the primary job an employee was hired to perform with SEASPAR is not compromised in any manner, and the employee receives a written, advance permission from their immediate supervisor, the employee may work an additional part-time or seasonal job with SEASPAR.

Permission may be subsequently revoked, however, if SEASPAR determines in its sole discretion that such additional job adversely interferes with the employee's primary job.

## 1.14 Outside Employment

Employees may engage in employment outside of official duty hours as long as it does not interfere with the ability of the employee to perform his or her responsibilities as a SEASPAR employee. The outside employment must not:

- Place an employee in a position of conflict of interest with SEASPAR employment.
- Do business with or seek to do business with SEASPAR.
- Place the SEASPAR employee in direct conflict with any laws or legal functions.

Management approval of outside employment may be required for particular employees or in particular departments. If an employee has outside employment in addition to their position with SEASPAR, they are required to notify their immediate supervisor of such employment and provide him or her with sufficient facts to enable SEASPAR to make a determination as to whether approval of the outside employment is required and, if so, whether management approval of such outside employment will be given. If permission to hold the outside employment position is denied, the employee will be expected to resign his or her outside employment position in order to keep his or her job with SEASPAR.

Further, employees shall not themselves enter into any contracts with an individual or company for the performance of services while on duty at SEASPAR or while using the association's vehicles, equipment, or other SEASPAR property. No employee shall receive pay other than SEASPAR pay, for performing services while on duty.

## 1.15 Performance Evaluations

### Purpose

SEASPAR has a formal performance appraisal system for full-time and part-time employees to provide a means of attempting to evaluate an employee's performance and progress. The performance appraisal assists SEASPAR in making personnel decisions related to such matters as promotions, transfers, demotions, dismissals, and salary adjustments although a salary adjustment does not necessarily result from an appraisal. Performance appraisals become and are an essential part of an employee's personnel records.

### Frequency

Under usual and appropriate circumstances, employees should generally receive a performance review upon completion of the Introductory Period and subsequently, annually. If an employee's job responsibilities change substantially at any time after the annual work review however, another may be performed before the next annual review after the new assignment has begun. Formal evaluations generally will be conducted by the employee's immediate supervisor on a pre-determined annual schedule as set forth by the Executive Director. Both the employee and their immediate supervisor shall sign the written evaluation form as evidence of mutual knowledge. The signing of this appraisal form does not necessarily indicate that the employee agrees with the evaluation and may document a grievance or disagreement with the evaluation to be filed with the appraisal.

Part-time employees will ordinarily receive a performance evolution at least once every twelve months. Seasonal employees will ordinarily receive a performance review at least once per season.

### Informal Review of Employee Performance

An employee's immediate supervisor and/or Executive Director may generally observe and informally evaluate the employee's performance on a daily basis. They will attempt

to notify the employee of observed deficiencies in their work performance or inappropriate conduct.

### **Unsatisfactory Review**

If an employee receives an unsatisfactory formal performance evaluation, they are ineligible for a merit pay increase and may be subject to disciplinary action, up to and including dismissal.

## **1.16 Personnel Files**

A personnel file will be established for each employee. All pertinent employment information and forms, including without limitation, employment application, references, evaluations, commendations, disciplinary actions, and other employment records will be contained in this file. All employee medical and benefit records will be maintained in a separate file. Information contained in said files will not be released or disclosed without the employee's written consent, except to persons with a lawful right or need to know, including without limitation, pursuant to a court order.

Such records shall be subject to review pursuant to the Personnel Record Review Act (PRRA), 820 ILCS 40/0.0/et seq. Employees are permitted to inspect and copy any material which is contained within their personnel file upon written request to their supervisor up to two times per calendar year. The supervisor or their designate shall be present with the employee while the employee inspects his or her personnel file.

It is to the employee's advantage to see that all of their personnel records are accurate and up-to-date. The employee is responsible for and must promptly advise SEASPAR of any changes in:

- Name and/or marital status
- Address and/or telephone number
- Number of eligible dependents
- W-4 deductions
- Emergency Information Form including person(s) to contact in case of emergency
- Other personal information that SEASPAR must know to contact the employee or properly administer its benefits programs or general operational concerns

Information contained in an employee personnel file shall be maintained, and released should SEASPAR receive a request for such information, in accordance with the Personnel Record Review Act. This means that only non-confidential information may be released upon request. No other information will be provided except by written request from the employee. Salary information shall be considered public information and will be made available to the public and news media upon written request. An employee's salary information, address and telephone number shall be furnished to credit agencies in writing only in response to a written request which must be accompanied by a release authorization signed by the employee in question. In the event SEASPAR receives a court subpoena for an employee's personnel records, except for police personnel records, the subpoena shall be immediately reviewed by legal counsel. Upon being advised by legal counsel, the Executive Director will authorize the release of the appropriate information.

## **1.17 Child Labor Laws – Employment of Minors**

SEASPAR complies with all Federal and Illinois Child Labor Laws regarding the employment of minors.

1. All minors under age sixteen (16) must have an Employment Certificate before they will be allowed to work. The Employment Certificates are issued by the Superintendent of Schools or a duly authorized agent.
2. For purposes of this policy, "School Day" means any day when school is in session and "School Week" means any week where one or more days are school days.
3. Federal and Illinois Child Labor Laws mandate that a minor **cannot** work the following hours:
  - During school hours when school is in session;
  - More than six (6) consecutive days in a calendar week;
  - More than forty (40) hours in a calendar week and more than eight (8) hours a day when school is out;
  - Earlier than 7:00a.m. and later than 7:00 p.m., except from June 1 to Labor Day, when the minor may work up to 9:00 p.m.;
  - More than three (3) hours a day when school is in session;
  - More than eight (8) hours a day combining school and work; and
  - More than eighteen (18) hours in a calendar week when school is in session.
4. An unpaid meal period of at least thirty (30) minutes must be provided to minors no later than the fifth consecutive hour of work.
5. Employees under age sixteen (16) are not permitted to supervise any part of the transportation of camp, field trips, or other SEASPAR-sponsored program participants to or from SEASPAR-sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under the age of sixteen (16) are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.

### **1.18 Workplace Security and Inspections**

In order to:

- safeguard the property and personal safety of our employees, our participants and SEASPAR;
  - help prevent the possession, sale, and use of illegal drugs on SEASPAR's premises and keep with the spirit and intent of SEASPAR's alcohol and drug abuse policy; and
  - help prevent the possession of illegal weapons on SEASPAR's premises;
- upon reasonable belief, SEASPAR reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from SEASPAR property by employees and all other persons leaving and entering SEASPAR's premises.

In addition, SEASPAR reserves the right to inspect an employee's office, desk, files, or other area or article on SEASPAR premises. In this connection, it should be noted that all offices, desks, telephones, computers, files, and so forth, are the property of SEASPAR and are issued for the use of employees only during their employment with SEASPAR. Inspections may be conducted at any time at the discretion of SEASPAR. SEASPAR is not responsible for the loss of personal property.



Employees working on SEASPAR premises, working at a program site, or entering or leaving the SEASPAR premises or program site, who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of unauthorized SEASPAR property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including dismissal. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises.

## **1.19 Alcohol and Drug Abuse Policy**

### **Purpose**

SEASPAR has implemented an Alcohol and Drug Abuse Policy (the “policy”) in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Because agency employees operate, supervise, and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the agency wishes to maximize the health and safety of its patrons and employees. This policy also expresses the agency's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701, et seq., and 30 ILCS 580/1, et seq.). In accordance with these statutes and concerns, the agency has resolved to maintain a drug free workplace. The purpose of this policy is to inform employees of the agency's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all agency employees will abide by its terms, as well as all applicable laws. As with all policies in this Manual, this policy is subject to periodic addition, modification, or deletion.

This policy does not replace any of the provisions or requirements of SEASPAR's Controlled Substance and Alcohol Testing Policy for positions that require a Commercial Driver's License (CDL). Agency employees who operate agency commercial motor vehicles and possess a CDL have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the agency has established a controlled substance and alcohol testing policy for agency positions that require a CDL (see Alcohol and Drug Procedures for CDL Employees that follows). Both the agency and the federal government recognize it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to and supplements and complements rather than supersedes all other agency policies, rules, procedures, and practices, including, without limitation, this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures for CDL Employees applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures for CDL Employees and the provisions of any other agency policy, rule, procedure or practice, the provisions of the Alcohol and Drug Procedures for CDL Employees will control.

### **Acts Prohibited**

Whenever employees are working, operating SEASPAR vehicles, or present on SEASPAR premises, they are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, or dispensing illegal drugs;
- being under the influence of alcohol, cannabis, or illegal drugs;
- possessing or consuming alcohol; and
- using, possessing, buying, or selling cannabis.

## **Definitions**

For purposes of this policy, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol, and isopropanol.
2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1, et seq.), which provisions are specifically incorporated in this policy by reference.
3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this policy by reference.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or cannabis.
5. "Director" is the Executive Director of the agency.
6. "Agency Property" means any building, gym, pool, office, common area, open space, vehicle, parking lot or other area owned, leased, managed, used or controlled by the agency. Agency Property also includes property used by agency patrons while on agency-sponsored events or field trips or property of others when presence thereon by the agency employee is related to employment with the agency.
7. "Drugs" mean Prescription/OTC Drugs and controlled substances, including cannabis and medical marijuana.
8. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
9. "On Call" means the employee is scheduled with at least 24 hours' notice by the agency to be on standby or otherwise responsible for performing tasks related to his or her employment either at the agency's premises or other previously designated location by his or her employer or supervisor to perform a work-related task.
10. "Policy" means this Alcohol and Drug Abuse Policy.
11. "Possess" means to have either in or on an employee's person, personal effects, desk, files or other similar area.
12. "Prescription/OTC Drugs" mean prescription drugs (including medical marijuana) and over-the-counter ("OTC") drugs obtained legally and being used in the manner and for the purpose for which they were prescribed or manufactured.
13. "Under the Influence of Alcohol" means an alcohol concentration of .04 or more, or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.
14. "Under the Influence of Drugs" means a confirmed positive test result for illegal drug use or cannabis following a reasonable suspicion test or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that the employee is impaired because of drug use. The presence of cannabis found during a random test

will be discussed with the MRO to determine if the employee was “under the influence.” If any reasonable suspicion factors were documented, those will be reviewed.

### **Voluntary Treatment**

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action or violations of policies, rules of conduct or performance standards. The agency will not discipline an employee who voluntarily seeks treatment for a substance abuse problem, if the employee is not in violation of the agency’s drug and alcohol policy or other policies, rules of conduct and standards. Seeking such assistance will not be a defense for violating the agency’s Alcohol and Drug Abuse policy, nor will it excuse or limit the employee’s obligation to meet the agency’s policies, rules of conduct and standards including, but not limited to, those regarding attendance, job performance and safe and sober behavior on the job. The agency encourages those employees who suffer from alcohol or drug abuse to consult voluntarily with agency management and/or the agency’s Employee Assistance Program (“EAP”) and undergo appropriate medical treatment. Participation in such treatment will be at the employee’s expense, although some of these expenses may be covered under the employee’s group health plan. Please see the Human Resources Manager for details. Agency management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this policy.

### **Screening and Testing**

**Pre-employment Testing.** The agency may require applicants whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind or engage in other any Public Safety Responsibility to be drug screened or tested on a conditional post-offer, pre-employment basis as part of its hiring process. However, pre-employment testing will not include testing for alcohol or cannabis, absent a federal, state, or local law requiring the agency to do so. All applicants must pass a pre-employment drug test before receiving an unconditional offer of employment.

**Reasonable Suspicion Testing.** Employees are subject to testing if a supervisor reasonably suspects them of using or being under the influence of alcohol or drugs while they are working, on SEASPAR premises, or operating SEASPAR vehicles. “Reasonable suspicion” will be based on objective factors such as the employee’s appearance, speech, behavior, or other conduct and facts, that the employee is under the influence of unlawful drugs, cannabis, alcohol, or any or all of the above.

**Post-accident or Post-incident Testing.** The agency may require the screening or testing of any employee following a workplace accident or injury that results in property damage to agency or third-party property, personal injury to another employee or third-party, or any personal injury to the employee himself or herself where the circumstances raise a reasonable suspicion that impairment may have played a role in the injury. When an accident or incident occurs, the agency will send all employees who may have contributed to the accident or injury for post-accident or post-incident testing, not just the employee injured (unless he or she was the only person who contributed to the accident or injury).

**Post-rehabilitation Program Testing.** The agency may require screening or testing of an employee during and after participation in an alcohol or drug counseling or rehabilitation program to ensure compliance with the recommended treatment and conditions of continued employment.

**The Testing Process.** A medical facility selected by the agency at the agency's expense will conduct drug or alcohol screening or testing. The screening or testing may require an analysis of the employee's breath, urine, saliva and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will have the opportunity, prior to the collection of a specimen or other testing, to disclose the use of prescription/OTC drugs, and to explain the circumstance of their use. If an initial test is positive, the facility will conduct a second test from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge.

**Opportunity to Contest.** After the agency receives a confirmed, positive drug or alcohol test and/or information indicating that the employee manifests specific, articulatable symptoms that demonstrate impairment or being under the influence, the employee will have a reasonable opportunity to contest the basis of the agency's determination. However, any the agency will make a final decision at its sole and exclusive discretion.

**Consent Forms Required.** The agency requires each employee to sign a consent form, a copy of which is included with this policy. The agency will require prospective employees applying for positions that require a CDL or pre-employment drug testing to sign a consent form prior to taking the pre-employment drug screening.

The agency may also require each employee and prospective employee to sign a separate consent form requested by the medical facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the agency, in its sole discretion, under the circumstances.

### **Treatment**

If the medical facility recommends treatment, the agency may, depending on the circumstances as determined in its sole discretion, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the agency and employee. Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The agency may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work and that the employee agrees to all conditions of reinstatement as determined by the agency, which may include, but is not limited to, future alcohol and/or drug testing.

### **Use of Prescription/OTC Drugs**

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

conferring with the department head or Director, will decide whether the employee may safely continue to perform the job while using the prescription/OTC drug. Failure to declare the use of such prescription/OTC drugs may be cause for discipline up to and including dismissal.

### **Notice of Convictions**

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

### **Discipline/Penalties for Violation**

1. The agency reserves the right to discipline any employee suspected of being impaired by or under the influence of drugs or alcohol during working hours or any on-call period.
2. An employee who reports to work or is found during working on-call hours to be or to have been under the influence of alcohol, controlled substances or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances or cannabis while on agency property or while acting on behalf of the agency, is convicted of a drug related crime, causes financial or physical damage to the agency property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of prescription/OTC drugs in accordance with this policy, will be disciplined in accordance with the Disciplinary Action Section of this Manual. In addition to or in the alternative, depending on the circumstances as determined by the agency in its sole discretion, the agency may require the employee to successfully complete an alcohol and/or drug abuse counseling or rehabilitation program approved for such purposes by the agency and by a federal, state, or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the agency. Participation in a treatment program will not protect the employee from disciplinary actions should job performance remain unsatisfactory.
3. In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this policy and the Manual, the agency will discipline an employee up to and including dismissal for the following: (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the agency; (2) if the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) if the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this policy; or (6) if the employee fails to notify the Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

### **Inspections**

To assure employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis (including medical marijuana), employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the agency and which the agency permits an employee to use during employment are and remain the property of the agency at all times, and employees have no reasonable expectation of privacy regarding such property. The agency does not permit employees to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on such property.
2. Any such property reasonably suspected of having or holding such substances is subject to search by the agency.
3. The agency will treat any refusal to submit to such an inspection as an act of insubordination, which may result in disciplinary action up to and including dismissal.

### **Records**

The agency will maintain medical records relating to alcohol or drug abuse, diagnosis and treatment confidential and in a medical file separate from the regular personnel files. The agency will limit access to those who need to know. The agency will not disclose these records to persons outside the agency without the employee's consent, unless disclosure of the records is necessary for legal or insurance purposes or the law requires it.

## **1.20 Alcohol and Drug Procedures for CDL Employees**

### **Controlled Substances and Alcohol Use**

Every CDL SEASPAR driver is required to refrain from the use of prohibited controlled substances on and off duty. Every SEASPAR driver is required to refrain from the use of alcohol before (within four hours) and during the performance of safety-sensitive functions (operating on a public roadway which requires a Commercial Driver's License).

CDL SEASPAR drivers will be tested for marijuana, cocaine, opioids, amphetamines, phencyclidine (PCP) and Ecstasy (MDMA). Covered drivers will also be tested for alcohol. Driver applicants will be subject to a pre-employment drug test. SEASPAR must receive a verified negative result before driver applicants will be permitted to perform safety-sensitive functions.

### **Clearinghouse Regulations**

The purpose of this policy is to comply with the January 6, 2020 mandate to meet SEASPAR's obligation to promulgate the misuse of alcohol and use of controlled substances, to publish educational materials to CDL drivers about the Clearinghouse and other regulatory changes, and to notify CDL SEASPAR drivers that drug and alcohol test information will be reported to the Clearinghouse beginning January 6, 2020 so as to encourage drivers to seek substance abuse treatment if they currently have a problem with the misuse of alcohol and/or use of controlled substance(s).

Federal regulations require that each CDL SEASPAR driver will sign a statement certifying that he/she has received a copy of the Federal Motor Carrier Safety Administration (FMCSA) Controlled Substances and Alcohol Use and Testing Policy and Procedures. SEASPAR will maintain the original of the signed certificate and may provide a copy of the certificate to the SEASPAR driver.

A general consent for limited queries of the FMCSA drug and alcohol Clearinghouse will be signed by each CDL SEASPAR driver. Each year, a query will be conducted by SEASPAR to determine whether drugs or alcohol violation information exists in the Clearinghouse. Consent by the CDL SEASPAR driver must be given before the query is conducted.

### **Testing Policy**

SEASPAR is permitted by federal regulations to require and enforce more stringent requirements relating to safety of operation and driver safety and health including additional requirements relating to alcohol and controlled substances testing.

All CDL SEASPAR drivers are required, as a safety rule and under DOT regulations, to pre-duty disclosure that they are taking any impairing affect therapeutic drug, prescription medication (including medical marijuana), over-the-counter medication, mind altering synthetic or designer drugs, or substances which may have an effect on their ability to safely operate a SEASPAR vehicle or the performance of safety-sensitive duties.

An applicant who has a positive drug test result, or refusal or no show as determined by SEASPAR, will not be hired.

Random drug testing will be administered by a consortium/third-party administrator (C/TPA) to manage SEASPAR's DOT drug and alcohol testing.

### **Refusal to Test**

All reasons below will be considered a refusal to test:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by SEASPAR, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
2. Fail to remain at the testing site until the testing process is complete.
3. Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part of DOT agency regulations.
4. Fail to provide a sufficient breath specimen, and the physician has determined through a required medical evaluation, that there was no adequate medical explanation for the failure.
5. Fail to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures.
6. Fail to cooperate with any part of the testing process.

### **Consequences of Prohibited Conduct**

Any CDL SEASPAR driver who has a positive drug test result, and/or an alcohol test with a result of 0.04 or greater, and/or has engaged in other conduct prohibited will be immediately removed from driving SEASPAR vehicles and subject to disciplinary action up to and including termination.

## **1.21 Modified Duty Program**

This policy covers employees who are on leave due to an injury or illness. Because employees are our most valuable resource, SEASPAR attempts to help employees return to work as soon as possible after their physician certifies their fitness to do so.

### **Coordination with Attending Physician**

An employee on leave due to a medical condition can return to work only when SEASPAR receives the attending physician's written medical release authorizing such return.

### **Return-to-Work Options**

Arrangements to facilitate an employee's return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals. The following options are explored:

- **Return to prior position.** An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations.
- **Modified duty.** Any employees who are not yet able to return to their former duties are offered (subject to the restrictions set out in this policy) a temporary modified-duty assignment that has been approved by the employee's attending physician. The assignment can consist of the employee's regular job with reduced working hours and/or activities, or an alternative modified-duty position.

### **Restrictions on Modified-Duty Assignments**

The following restrictions apply to modified-duty assignments:

- **No guarantee of work.** SEASPAR must endeavor to return employees to gainful employment as soon as possible by exploring possible modified-duty assignments. However, SEASPAR does not guarantee the availability of modified-duty work.
- **Pay rates.** Employees on modified duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their injury or illness. The pay rate for a modified-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions.
- **Twelve (12) week limit.** Modified-duty assignments are temporary arrangements intended to complement and facilitate the healing process. Modified-duty assignments cannot exceed twelve (12) weeks. In the event an employee is unable to return to full duty after twelve (12) weeks, SEASPAR will meet with the employee review the continued restrictions and discuss any ways that may be available to allow the employee to perform his/her job.

### **Employee Refusal of Work**

In the event that an employee refuses to return to an available regular or modified-duty position for which the employee's physician has indicated is suitable, the employee is separated from SEASPAR and their position will be filled.

### **Medical Information**

All employee medical information is held in strict confidence in accordance with the Americans with Disabilities Act, as amended, and other applicable state and federal laws.

## **1.22 Telecommuting Policy**

SEASPAR may permit some employees in specific positions to telecommute and work at home as long as telecommuting does not impact the employee's productivity or adversely affect the efficient operation of SEASPAR. Some positions within SEASPAR, by their very nature, do not lend themselves to telecommuting. For example, positions that require the supervision of other employees usually cannot be performed off site as it is an integral part



of those positions for the supervisors to be available to answer questions and coach employees in their growth and development. SEASPAR will determine whether a specific job may be performed effectively off site and whether an individual is effective working without supervision at home.

When considering telecommuting, the immediate supervisor and employee are responsible for ensuring that the following conditions are met:

1. Telecommuting does not adversely affect SEASPAR, departmental assignments/projects, customer relations, or other work units;
2. There is adequate and suitable work available for the employee to perform at home with no supervision;
3. The position is appropriate for a telecommuting arrangement; and
4. The employee has maintained a good work record prior to making his or her request to telecommute (e.g., no excessive or unexcused absences and no corrective action within the last six months of employment).

Employees interested in telecommuting should discuss with their immediate supervisor whether telecommuting is an option in their current position. If the immediate supervisor and Executive Director agree, the employee and immediate supervisor should meet with the Executive Director in order to draft an agreement that permits the employee to telecommute. The agreement will need to be signed by the employee, the employee's immediate supervisor, and Executive Director. The agreement shall include:

1. The hours and days the employee must be present in the workplace. It is recommended that telecommuting employees be required to spend at least 60% of their work week in the office so that they are available for one-on-one consultation with other employees. The employee is responsible for attending all scheduled meetings whether or not those meetings take place on his or her scheduled days in the office.
2. Acknowledgement that the employee has a suitable home office environment equipped with computer, telephone, fax, and other support systems.
3. The performance criteria that will be used to determine whether the telecommuting arrangement is effective.
4. Affirmation that the telecommuting employee will check and respond to voicemail and email every two hours.
5. Acknowledgement that the telecommuting arrangement is not intended to be permanent, will be reviewed on an as-needed basis, and may be revised or discontinued at any time, with or without advance notice. It is recommended that the agreement have an initial one to three-month trial period. If the employee is doing well telecommuting, a new agreement will be executed for an additional three (3) to six (6) month period.
6. Acknowledgement that the employee remains employed at will and that the telecommuting agreement does not constitute a contract of employment.

7. Acknowledgement that violation of the telecommuting arrangement will result in discipline, up to and including dismissal (e.g., engaging in personal activities when scheduled to work from home).

In order to be eligible for telecommuting, the employee must have been employed full-time by SEASPAR for at least one full year.

### **1.23 Identity Protection Policy**

This policy is enacted in compliance with the Illinois Identity Protection Act, 5 ILCS 179/1 et seq. (the Act), which requires all local government agencies to draft and approve an identity-protection policy.

In conformance with the provisions of said Act:

1. All employees who have access to social security numbers in the course of performing their duties shall be required to attend training on the protection of confidentiality of social security numbers. The training will include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers may access such information or documents.
3. Any request for social security numbers from individuals shall be done in a manner that allows the social security number to be easily redacted if a document is required to be released as part of a public records request.
4. Any request for social security numbers from individuals shall include a statement of the purpose or purposes for which the social security number is being collected and used.
5. A written copy of this policy shall be filed with and maintained on file by SEASPAR.
6. This policy shall be made available to any member of the public upon request.
7. Any amendment to this policy after its initial adoption shall be filed with SEASPAR and a copy of the amended policy shall be made available to SEASPAR employees.

Violation of the provisions of this policy by employees of SEASPAR shall be grounds for discipline, up to and including dismissal.

### **1.24 Policy on Transgender Issues**

#### **Discrimination Prohibited**

SEASPAR's policy on transgender is designed to create a safe, inclusive working environment in which staff can be honest and open about who they are. It will act as a guideline; each situation that occurs will need to be evaluated on a case-by-case basis. It is SEASPAR's policy to treat all of its employees with dignity and respect and to provide a workplace that is free of discrimination whether that discrimination is based upon race, color, religion, gender (including pregnancy, gender identity, gender expression, gender change, gender orientation, gender stereotyping, or transgender status), national origin, disability, parental status, political affiliation, genetic information, marital status,

membership in an employee organization, age, reprisal, or other non-merit factors. All SEASPAR employees are expected to conduct themselves in the workplace in such a manner that is consistent with their obligation to maintain a work environment that is free of discrimination, including discrimination that is based upon gender identity or perceived gender non-conformity.

The following definitions are not provided to label individuals but rather to assist in understanding this policy and the obligations of staff. These terms may or may not be used by transgender individuals to describe themselves.

**Gender Identity or Affirmed Gender** is a person's deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. Gender identity is also defined as an individual's internal sense of being male or female or something else. It is not based on physical anatomy. SEASPAR understands that gender identity is a very personal matter that should be respected by all fellow employees and supervisors.

**Assigned Gender.** Refers to the gender assigned to a child at birth based on physical anatomy.

**Gender Marker.** The "male" (M) or "female" (F) on a birth certificate, ID, or passport is called a gender marker.

**Transgender.** Describes individuals whose gender identity is different from their gender assigned at birth.

**Transgender Man.** Is a term used to describe an individual who currently identifies as a man.

**Transgender Woman.** Is a term used to describe an individual who currently identifies as a woman.

**Gender Nonconforming.** Describes individuals whose gender expression differs from stereotypical societal expectations related to gender.

**Gender Expression.** Refers to the way an individual expresses gender identity to others, such as clothing, hairstyles, activities, voice or body characteristics, behavior, or mannerisms.

**Transition.** The time when a person begins to live as the gender with which they identify instead of the gender that they were assigned at birth. This may include changing one's name, dressing and grooming differently. Transitioning may also include such medical and legal aspects as taking hormones, having surgery, or changing identity documents to reflect one's gender identity.

**Transitioning Employee Responsibilities.** Any employee planning a transition should notify the employer at least sixty (60) days prior to the planned transition so that the employer can prepare a transition plan and address the necessary logistics of the transition. Employees may speak with their direct supervisor, human resource manager, or upper-level administrative staff. Remember the employer may not be educated about what an employee may need during the transition time. The employee should be prepared to educate the employer to the best of their ability.

SEASPAR recommends creating a Transition Plan as part of the transition process. This can assist the employer to create the necessary support system and plan for how the transition will occur. A Transition Plan should essentially be a detailed timeline. Items to include are transitioning milestones, dates associated with legal name change, when appearances will change, and when the use of gender-specific facilities will change. Consider all the people at SEASPAR who will need to be engaged in the transition. Be sure to allow time for education and engagement of staff. Consider possible challenges such as lag time with payroll, insurance paperwork, etc.

**Co-Worker Responsibilities.** Be open, honest, and supportive. If a co-worker is divulging information confidentially, employee should keep the information confidential. Employees should feel free to ask questions and allow the co-worker to educate them, but only if the co-worker expresses a willingness or desire to speak about the transition or gender identification. Employees shall not question other employees about suspected gender identity issues. Employees should use the appropriate male or female pronouns and the appropriate name in all official and unofficial communications. Employees must also be aware of SEASPAR's anti-harassment and discrimination policies. Co-workers must remember that discrimination based upon gender identity or expression is prohibited by SEASPAR. This prohibition applies not only to discrimination but also to harassment based upon an individual's gender identity or expression, as part of the prohibition based on gender. Failure to adhere to SEASPAR's non-discrimination policy may result in disciplinary action, up to and including dismissal. If a co-worker is uncomfortable, SEASPAR can assist them in learning more about the transition process or transgender issues in general.

**SEASPAR Responsibilities.** SEASPAR will remain supportive of a transitioning employee and his or her needs. SEASPAR enforces its non-discrimination policies uniformly. SEASPAR, its managers and supervisors, are prepared to listen and be open-minded to transgender, non-conforming, and transitioning employee issues. Conversations will be kept confidential from anyone who is not directly involved with the issues.

**Personnel Documentation.** All employees should be in the payroll system with their assigned gender and legal name. Once an employee has proof of changing their gender marker in the Social Security Administration records it may be changed in payroll. Health insurance records should also include the assigned gender until a medical provider approves the affirmed gender to be used. However, preferred names can be used for name tags, phone lists, and other internal documents. The SEASPAR will make every effort to recognize a transgender employee's preferred name.

**Names/Pronouns.** It is respectful and consistent with the law to address employees by a name and pronoun that corresponds to their affirmed gender. This name does not need to be the name under which the person is employed. Intentional or persistent refusal to respect an individual's gender identity through the use of names and pronouns not correlated with the affirmed gender is a violation of this policy and may lead to disciplinary action, up to and including dismissal.

**Restroom/Locker Room Accessibility.** Once a transitioning employee begins living and working full-time in the gender that reflects the employee's gender identity and presentation, the employee may choose to use the restrooms and (if provided to other employees) locker rooms that correspond to the employee's full-time gender identity. Reasonable accommodations which provide access to restrooms or locker rooms may be necessary to ensure the privacy, dignity, and respect of all employees. The objection of co-workers to a transgender or non-conforming gender employee using the same restroom or

locker room facility shall not be the basis for denying the transgender or non-conforming gender employee use of that facility. Rather, SEASPAR may designate a different restroom or locker room facility for the objecting co-worker if available and reasonable.

**Dress Code.** Transgender and non-conforming gender individuals are entitled to dress as their affirmed gender within the SEASPAR dress code. A transitioning employee's attire should remain professional and in conformance with required SEASPAR dress code standards. Dress codes shall be applied to all employees equally.

**Discrimination/Harassment.** Complaints received regarding discrimination and/or harassment involving transgender or non-conforming gender individuals will be handled in the same manner as any other discrimination or harassment complaints. Procedure details are described in the Non-Discrimination and Anti-Harassment Policy (Section 1.2).

## **Section 2 Payroll Policies**

### **2.1 Compensation**

Several factors may influence an employee's rate of pay. Some of the items that SEASPAR considers are the nature and scope of the job, the amount that other employers pay employees for comparable jobs, what SEASPAR pays employees in comparable positions, and individual performance. SEASPAR is committed to pay fair and competitive wages when able to do so. The SEASPAR Board of Directors may review the salary range and benefits of full-time employees after hearing recommendations from the Executive Director, while the Executive Director will also work with staff to review salary ranges for part-time employees. The Board of Directors determines the salary of the Executive Director. Compensation schedules and merit increase pools are usually set at the October Board meeting with changes implemented January 1 within current fiscal restraints.

### **2.2 Overtime/Timekeeping**

Employees are expected to work overtime if additional work effort is required to serve our participants. Non-exempt employees must have supervisory authorization prior to working overtime. Working unauthorized overtime is prohibited and may be disciplined, up to and including dismissal.

Overtime is paid only after a non-exempt employee has worked more than forty (40) hours during the work week. Holiday, vacation, personal, and sick time do not count as hours worked for purposes of overtime. All overtime is paid at one and one-half the employee's regular hourly rate.

SEASPAR uses an electronic time clock to track employees' hours. Employees are paid based on the time clock. The time clock is also used to track employee attendance. Therefore, it is very important that employees clock in before performing any work and clock out after completing their work. Employees should not perform any work without being clocked in, and no manager has the authority to require an employee to work without being clocked in. Employees may clock in prior to the start of their scheduled shift if they are requested to begin work before the start of a program, such as setting up for the program.

If an employee forgets to clock in or is unable to do so for any reason, the employee should inform his/her supervisor immediately. Falsification of record, including clocking in or out for another employee, is subject to discipline, up to and including dismissal.

### **2.3 Payroll Periods and Payday**

Employees are paid by payroll check on a bi-weekly basis (every other Friday). If a payday falls on a holiday, the checks will be distributed on the last prior weekday; however, they are not valid until the Friday payday.

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

underpayments are identified, they will be corrected according to applicable law. Overpayments will also be corrected according to applicable law.

## **2.4 Payroll Deductions**

It is the policy of SEASPAR not to take any improper pay deductions that would be in violation of the FLSA, its regulations [specifically Section 541.602(a)], or relevant state law or local ordinance.

Employees who believe their pay has been improperly deducted should report such improper deduction immediately to their immediate supervisor. The complaint will be promptly investigated and the results of the investigation will be reported to the employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Executive Director.

Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction is communicated to the Executive Director and resolved.

## **2.5 Work Schedules**

Immediate supervisors shall determine and establish a daily and weekly schedule of normal work hours necessary to accomplish the objectives of SEASPAR. Employees must accept that many of the public recreation activities SEASPAR facilitates are enjoyed by the public during hours outside a typical work week therefore, SEASPAR employees must be prepared to work whatever schedule is necessary to serve SEASPAR's program participants. The schedule may be temporarily changed in order to meet emergency or other defined needs. It is the personal responsibility of each employee to be at work and fully prepared to begin work at the time his or her scheduled work hours begin. Employees are not permitted to alter works hours without the permission of their immediate supervisor. "Altering work hours" includes arriving early and then leaving early and/or arriving late and staying late. Employees are not authorized to "trade hours" without the permission of their immediate supervisor.

## **2.6 Meal Period**

Employees working a shift of 7.5 hours or longer are entitled to take an unpaid thirty (30) minute meal period, which must begin no later than five (5) hours after the start of their shift. This does not apply during times when participants are in the care of staff. Staff is paid for the lunch time in these cases. An employee who does not exercise the right to a meal period waives this right and cannot claim it at a later date.

## **2.7 Emergency Closing**

The Executive Director, or his or her designee, will make the decision to close SEASPAR or cancel a program due to inclement weather or other unforeseen circumstances. If the decision is made to close SEASPAR prior to opening for business in the morning or the start time of the program, an effort will be made to contact employees via a phone chain or email.

If the decision to close SEASPAR is made during the workday, the Executive Director, or his or her designee, will contact each supervisor with the scheduled closing time to be communicated to employees. If an employee chooses not to come to work or leaves

early due to inclement weather when SEASPAR remains open, the employee may choose to use any remaining vacation or personal time or take a day without pay.

## 2.8 Overstaffing Pay Procedures

If there are more employees than are needed to conduct a program, employees may be relieved of duty (sent home). SEASPAR does its best to notify employees prior to the start of a program if they will not be needed, but there are times employees may arrive at a program and then are sent home.

Supervisors will assess the situation and determine how many and which employees are needed to conduct the program based on 1:1 aides, drivers, and other relevant factors. Non-essential employees will be asked to volunteer to go home, but if no employee volunteers, the supervisor will make the determination.

If part-time employees arrive at a program expecting to work, SEASPAR guarantees that they will be paid for their time according to the following schedule:

If the program time is:	Calculated pay is the greater of actual time worked or:
Less than 1 hour	½ hour
1 - 5 hours	1 hour
5 - 10 hours	2 hours

**Please note:** If employee is notified at least one hour prior to the program's start, they will not be paid for the program.

## 2.9 Overnight Pay Policy

On occasion, employees accompany groups on overnight trips. An overnight trip is defined as a program in which sleeping will be involved regardless of the number of days or total number of hours. For overnight trips, employees shall receive their support staff pay rate if they are working in the support staff capacity, driver pay rate if they are working in the driver capacity, or leader pay rate if they are working in the leader capacity during the trip.

Under ordinary and usual circumstances, employees may have up to eight hours of sleep time during each overnight trip. This sleep time shall be excluded from compensable work time if adequate sleeping facilities are provided, and the employee's sleep time is uninterrupted. If the employee's sleep is interrupted, the length of the interruption will be counted as hours worked. Furthermore, if the interruptions are so frequent that the employee cannot get at least five total hours of sleep time during the scheduled sleep period, the entire sleep period will be compensated.

The employee is responsible for maintaining an accurate record of hours worked (including recording accurate hours worked during sleep time interruptions), which must be approved by the program supervisor. Employees should clock out when participants go to bed and/or when all program related duties (medication logs, reports, and meetings) are completed.

Employees should clock in when duties resume in the morning.



## **Section 3 Time Off Benefits**

### **3.1 Holidays**

Regular full-time employees will receive their regular rate and hours of pay (up to 8 hours) for the following holidays: New Year's Day, Spring Holiday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, and New Year's Eve.

When a holiday falls on a weekend, it may be observed on either the preceding Friday or following Monday. In the event Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day is on a weekend, the preceding Friday and Monday will be observed for the holidays.

Two (2) "floating holidays" are taken subject to the immediate supervisor approval.

Employees required to work a recognized holiday shall do so.

Part-time, short-term, and seasonal employees do not receive holiday pay.

Employees who are on an unpaid leave of absence do not receive holiday pay.

### **3.2 Paid Leave for All Workers Time**

This Paid Leave Policy applies to all employees who are not entitled to at least 40 hours of paid time off (which can be used for any purpose) under other SEASPAR policies. Part-time and seasonal employees are eligible for PLAWA time. This Paid Leave Policy is provided pursuant to Illinois' Paid Leave for All Workers Act (PLAWA).

#### **Basic Leave Entitlement/Accrual Methods**

All eligible employees will earn one (1) hour of paid leave for every 40 hours worked with accrual capped at 40 hours of paid leave per 12-month period. The 12-month "accrual period" is an individualized accrual method. SEASPAR will award paid leave time based on a 12-month period tied to the employee's anniversary date. (See Human Resources Manager for more information concerning anniversary date for the purpose of this policy). On January 1, 2024, or their first day of employment, whichever is later, eligible employees start accruing one hour of paid leave time for every 40 hours worked. Once an eligible employee reaches 40 hours of paid leave time in the 12-month period, the employee will stop accruing leave and will not accrue any further leave until the employee's anniversary date.

#### **Notice of Leave**

If the use of paid leave is foreseeable, the employee must give SEASPAR at least seven (7) days' notice of the planned leave in accordance with SEASPAR's usual procedure for requesting time off. Failure to provide such notice may be grounds for delay or denial of the leave. Where the need for leave is not foreseeable, the employee is expected to notify SEASPAR as soon as practicable and, absent unusual circumstances, in accordance with SEASPAR's normal leave procedures.

#### **Use of Paid Leave**

Paid leave may be used starting on April 1, 2024, or after an employee has been employed for at least 90 days, whichever is later. Paid leave must be used in increments of at least two (2) hours.

Employees may use their paid leave for any reason. Employees are not required to provide SEASPAR with a reason for the leave nor are they required to provide documentation or certification in support of the leave.

However, there may be times when SEASPAR is unable to grant a request for time off under this policy, for example, to meet the operational needs of the organization, to maintain required staffing levels, to meet participant demands, and/or to ensure that safety objectives are met. Requests during training/orientation which are mandatory for employees will be denied. In the event an employee's request is denied for one of these reasons, employees can: (1) check to see if their request is covered under another SEASPAR policy or, (2) re-submit their request for an alternative date.

### **Carryover**

Employees may carryover any accrued but unused paid leave to the following accrual period, but may not use more than 40 hours of paid leave per 12-month period (regardless of any carryover). Employees who have access to 40 hours of leave either through accrual or carryover or both, will not accrue additional time until they fall below the 40-hour mark.

### **Payment of Leave**

Paid leave will be paid at the employee's base pay rate at the time the leave is taken, or the required minimum wage, whichever is higher. Paid leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses. Employees will not be paid any accrued but unused paid leave upon termination of employment. If an employee's employment ends but is rehired within twelve months, all accrued paid leave will be reinstated and the 90-day usage waiting period shall not apply.

### **No Retaliation**

Retaliation of any kind is prohibited because an employee (1) exercises rights or attempts to exercise rights under this Policy or the Paid Leave for All Workers Act, (2) opposes practices which the employee believes to be in violation of the Act, or (3) supports the exercise of rights of another under the Act.

Employees may raise any concerns about retaliation by following the complaint reporting procedure set forth in the Non-Discrimination and Anti-Harassment Policy.

### **Illinois Department of Labor Notice**

The "Paid Leave for All Workers Act" notice is attached as Appendix B and is meant to provide additional information about SEASPAR's specific policies and procedures. In the event of any conflict between the "Paid Leave for All Workers Act" notice and this policy, the "Paid Leave for All Workers Act" notice will prevail.

## **3.3 Vacation Time**

Because SEASPAR recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities, it provides paid vacation time, which accrues on each pay date. The accrual rate depends on employees' length of service as of their anniversary date. Regular full-time employees are eligible for vacation time.

Eligibility for vacation is as follows:

**Regular Full-Time\* Vacation Accrual**

Length of service	Vacation earned/pay period	Vacation earned/year
0-less than 3 years	3.08 hours	10 days
3-10 years	4.62 hours	15 days
10+ years	6.15 hours	20 days

\*Employee classifications are defined in Section 1.7.

Vacation will accrue on each pay date. Vacation will begin accruing immediately, but employees may not use accrued vacation time until after 90 days. Employees may carry over a maximum of three (3) vacation days into the next fiscal year. Any remaining vacation time will be forfeited and the employee will not receive pay for the time. No vacation can be taken until after it is earned.

**Vacation Scheduling**

An employee’s vacation schedule will reflect, as nearly as possible, his or her personal preference for vacation time. However, no request for a vacation will be approved when the effect would be to leave a department without adequate personnel to perform the required services during any working period. When the absence of several employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

Upon termination of employment, employees will be paid for vacation benefits that have been earned through the last month of work, but not yet taken.

Vacation time will not accrue during a leave of absence (personal, medical, family/medical, or workers’ compensation) that exceeds four (4) weeks in length, with the exception of military and VESSA leave. Vacation time will not accrue during an unpaid leave of absence.

**3.4 Personal Days**

SEASPAR recognizes that occasionally it may be necessary for an employee to miss work because of personal reasons. Approved personal reasons include personal business that cannot be accomplished outside of the employee’s regular working hours, such as banking and legal transactions, home repairs, etc. Personal days are not extra vacation days and should not be used as such. Taking personal leave under false pretenses is a violation of trust is subject to disciplinary action, up to and including dismissal.

Full-time employees will receive two paid personal days on their anniversary date each year. Employees cannot use their personal days during their initial introductory period. Personal days not used within the twelve (12) month period following the employee’s anniversary date will be forfeited and the employee will not receive pay for the time.

Paid personal days must be taken by the end of the employment year in which they are received. The paid personal day benefit will be subject to the following rules:

- To receive payment for personal time, an employee must notify their immediate supervisor prior to the day of absence, if possible, or satisfy the notification set forth in the Attendance, Punctuality, and Dependability Policy (Section 6.6).
- Paid personal time is forfeited if not used during the employment year or if the employee terminates employment.
- Paid personal time is not additional vacation time and will not be paid out upon termination of employment.

### **3.5 Sick Leave**

Full-time employees are eligible to earn sick leave with pay. Sick leave is considered a privilege, but is only allowed in accordance with the provisions of this Section.

#### **Sick Leave Accrual**

Full-time employees earn sick leave at a rate of one (1) workday for each full month of service completed.

#### **Use of Sick Leave**

During his or her introductory period, a full-time employee is eligible to use sick leave after 90 days of service. Full-time employees may use accrued sick leave for personal illness, injury, or medical appointment which cannot be schedule outside of working hours up to the total amount of earned sick leave accumulated (subject to reasonable rules prohibiting abuse of sick leave or claims of sick leave under false pretense). Sick leave may also be used for illness, injury, or medical appointment which cannot be scheduled outside of working hours of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparents, or stepparent. Employees may also use their sick leave to provide "personal care" to a covered family member. For purposes of this policy, personal care includes activities to ensure that a covered family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a covered family member who is unable to meet those needs himself or herself. In addition, personal care also means being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care.

The amount of sick leave used for persons other than the employee himself or herself is limited to six (6) workdays in a twelve (12) month period.

#### **Notification Requirements**

In order for the employee to receive compensation while on sick leave, the employee must notify his or her immediate supervisor prior to the hour stated for beginning his daily duties. If a sudden illness makes it impossible for an employee to request sick leave before the workday begins, the employee must notify his or her immediate supervisor as soon as reasonably practicable but ordinarily within one (1) hour after his or her scheduled start time.

#### **Proof of Need for Absence**

When an absence lasts more than three (3) days, the employee may be required to furnish a physician's statement. A physician's certificate is automatically required if an absence of five (5) consecutive days occurs. When proof of illness/fitness for duty is requested and not provided, the employee's leave is not charged to sick leave but is, at the discretion of the Executive Director, charged to vacation or leave without pay. The employee is informed of the action taken. Any claim of sick leave under false pretense is considered just cause for immediate dismissal.

### **Accumulation of Sick Leave**

Unused sick leave may be accumulated by regular full-time employees to a maximum of 240 days. Sick leave accumulated beyond 240 days will be forfeited and not paid out to the employee. Accumulation of sick leave is retroactive to the original date of employment for each employee and the employee may request at any time, a statement from his immediate supervisor as to the amount of accumulated sick leave. Upon retirement (as defined by Illinois Municipal Retirement Fund (IMRF) regulations) from SEASPAR, a retiring employee may qualify for additional pension service credit based on credit for accumulated sick leave. Currently, a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave accumulated is allowed by IMRF regulations. A retiring employee who is, as of the effective date of this sick leave policy, 55 years of age or older and who has been employed by SEASPAR for at least 30 years will be given a choice at retirement between the pension service credit benefit described above or a payout at his or her current rate of pay at the rate of fifty percent (50%) of the cash value of his or her accumulated, unused sick leave as of the date of retirement. This option is available only to employees who qualify as of the effective date of this policy (April 18, 2017) and is not available to employees who subsequently reach age 55 with 30 years of service.

### **Sick Leave and Workers' Compensation**

Time lost from work due to an injury received while on duty is not charged to sick leave providing such an injury is accepted as a justified claim under Workers' Compensation.

### **Confidentiality of Medical Information**

All information about an employee's medical condition is confidential and will be kept in separate files by SEASPAR. When an employee is absent for medical reasons, the employee's regular personnel file will contain only the dates of the medical absence, not the medical reason(s) for the absence.

## **3.6 Bereavement Leave**

Full-time employees who have been employed for at least ninety (90) days may be granted up to three days off with pay for the death of an immediate family member. Immediate family members, for the purposes of this policy, only include the employee's parent, stepparent, mother-in-law, father-in-law, spouse, domestic partner, child, stepchild, sibling, grandparent, or grandchild. Regular part-time employees who have been employed for at least ninety (90) days may be granted up to one day off with pay for the death of an immediate family member.

Additional unpaid time or unpaid leave for persons not covered in the definition of "immediate family" may be allowed in some circumstances at the discretion of SEASPAR. Proof of the need for the leave may be required.

### **Family Bereavement Leave**

After 12 months of service, the Illinois Family Bereavement Leave Act takes effect as described below:

All employees eligible for leave under the federal Family and Medical Leave Act (FMLA) are also eligible for bereavement leave in accordance with the Illinois Family Bereavement Leave Act. Employees will be granted up to three (3) days of paid bereavement leave due to the death of an immediate family member. Immediate family includes the employee's parent, stepparent, mother-in-law, father-in-law, spouse, domestic partner, child, stepchild, sibling, grandparent, or grandchild.

In addition, all employees eligible for leave under the federal Family and Medical Leave Act (FMLA) will be eligible for up to seven (7) days of unpaid bereavement leave that must be taken within sixty (60) days of receiving notification of the child's family member's death or within sixty (60) days of the date on which an event listed under paragraph (d) below occurs in order to:

- a. Attend the funeral or alternative to a funeral of a family member,
- b. Make arrangements necessitated by the death of the family member, and/or
- c. Grieve the death of a family member, and/or
- d. Be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Employees may be entitled to up to six (6) weeks of unpaid bereavement time in the event of more than one covered event during a twelve-month period. Employees may use any accrued, unused paid time off to run concurrently with unpaid bereavement time.

#### **Additional Time, Notice, and Documentation**

Additional paid or unpaid time or leave for persons not covered in the definition of "immediate family member" may be allowed in some circumstances at the discretion of SEASPAR, or the employee may be permitted to use other available paid or unpaid time off. In certain circumstances, SEASPAR may require an employee seeking leave under this policy to provide reasonable documentation of the need for the leave. Employees are requested to provide as much notice of the leave as possible. This policy does not permit an employee to exceed the amount of leave available under the Family and Medical Leave Act.

#### **Returning From Leave**

When returning from bereavement leave, employees are entitled to the position they held when the leave began. If that position has been filled or is no longer available, returning employees are entitled to an equivalent position with equivalent pay, benefits, and responsibilities.

#### **No Retaliation**

Retaliation of any kind is prohibited because an employee (1) exercises rights or attempts to exercise rights under this Policy or the Family Bereavement Leave Act, (2) opposes practices which the employee believes to be in violation of the Family Bereavement Leave Act, or (3) supports the exercise of rights of another under the Family Bereavement Leave Act.

Employees may raise any concerns about retaliation by following the complaint reporting procedure set forth in the Non-Discrimination and Anti-Harassment Policy.

### **3.7 Paid Time Off for Regular Part-Time Employees**

Regular part-time employees are eligible for paid time off (PTO), which accrues on a monthly basis. The monthly accrual rate depends on employees' length of service as of their anniversary date.

Eligibility for paid time off is as follows:

### **Regular Part-Time\* Paid Time Off Accrual**

<b>Length of service</b>	<b>PTO earned/month</b>	<b>PTO earned/year</b>
0-1 year	0.58 days	7 days
1-4 years	1.17 days	14 days
5-9 years	1.42 days	17 days
10+ years	1.58 days	19 days

\*Employee classifications are defined in Section 1.8.

PTO will accrue at the end of the month for any month in which an employee has worked any hours. PTO will begin accruing immediately, but employees may not use accrued PTO until after 90 days of service. Employees may carry over a maximum of two (2) PTO days into the next fiscal year. No PTO can be taken until after it is earned.

The number of hours to be paid for a PTO day is the number of hours that would have been scheduled for that workday.

Employees should request the use of a PTO day from their immediate supervisor. Upon termination of employment, employees will receive payment for accrued, unused PTO time.

### **3.8 Jury Duty**

Regular full-time employees will be granted time off when summoned to jury duty. It is the employee's responsibility to notify his or her immediate supervisor as soon as possible after receiving the summons for jury duty. The employee will receive his or her normal straight time compensation while on jury duty, assuming the employee endorses his or her jury duty check over to SEASPAR or takes appropriate action so as to not be paid by the court and SEASPAR for the same date(s). Employees requesting and/or returning from jury duty leave may be required to provide verification of jury duty service.

### **3.9 Blood and Organ Donation Leave**

Regular full-time employees who have been employed for at least 6 months may take paid leave for up to one hour every 56 days to donate or to attempt to donate blood and up to 10 days in any 12-month period to serve or attempt to serve as a living organ donor.

"Blood Donation" means the act of donating blood in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

"Organ Donation" means the act of donating any biological tissue of the human body that may be donated by a living donor (other than blood), including but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

Employees are required to give reasonable notice to SEASPAR in the event that the employee chooses to use leave under this policy. A request for leave under this policy must be in writing and must include the day the employee wishes to use the leave along with a written statement from the blood bank or medical/transplant facility indicating that the

employee has an appointment on the day requested for leave to donate or attempt to donate blood or an organ.

Upon an employee's return from an approved leave, the employee will be required to submit a written statement from the blood bank or medical/transplant facility verifying that the employee kept the appointment.

### **3.10 Family and Medical Leave Act (FMLA)**

This policy contains information consistent with and in addition to the information contained in the "Employee Rights Under the Family and Medical Leave Act" notice (attached as Appendix A) and is meant to provide additional information about SEASPAR's specific policies and procedures under FMLA. In the event of any conflict between the "Employee Rights Under the Family and Medical Leave Act" notice and this policy, the "Employee Rights Under the Family and Medical Leave Act" notice will prevail.

#### **Basic Leave Entitlement**

SEASPAR follows the guidelines of FMLA, as amended from time to time. Employees employed by SEASPAR for at least one (1) year and for at least 1,250 hours during the preceding twelve (12) month period, may be eligible for family and medical leave under the FMLA. Family or medical leave consists of up to twelve (12) weeks unpaid leave during any twelve (12) month period. The applicable twelve (12) month period is that period immediately preceding the starting date of the FMLA leave.

The twelve (12) month period in which the twelve (12) week leave entitlement occurs shall be a rolling twelve (12) month period measured backward from the date an employee uses any leave under FMLA. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

#### **Reasons for Leave**

If an employee is eligible, the employee may take family/medical leave for any of the following reasons:

- Birth and/or care of a newborn child of the employee;
- Placement of a child into the employee's family by adoption or by a foster care arrangement;
- In order to care for the employee's spouse, child, or parent who has a serious health condition; or
- A serious health condition which renders the employee unable to perform any essential functions of the employee's position.

Entitlement to leave for the birth of a child or for adoption or foster care will expire twelve (12) months from the date of the birth or placement. Spouses are entitled to a combined total of twelve (12) weeks of leave for the birth or placement of a child or care of a parent.

Requests for FMLA shall be submitted at least thirty (30) days before the leave is necessary if the need for the leave is foreseeable, as is the case with maternity or elective surgery. SEASPAR may require proof of the necessity for the leave. SEASPAR shall designate the start date of any employee's FMLA leave, which may be in effect concurrently with another disability leave.



**Intermittent or Reduced Work Schedule Leave.** Upon approval, eligible employees may take intermittent leave in separate blocks of time when medically necessary or that is for foreseeable planned medical treatment. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt SEASPAR's operations. When an employee takes an intermittent or reduced work schedule leave for a foreseeable planned medical treatment, SEASPAR may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

**Military Caregiver Leave.** Eligible employees who are family members of covered service employees will be entitled to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the covered service-member recovering from a serious injury or illness incurred in the line of duty while on active duty. Family members include a spouse, son, daughter, parent or next of kin (the nearest blood relative) of the injured or ill service member. Covered service members are those in the Armed Forces, including members of the National Guard and Reserves.

To qualify for this leave, the member of the Armed Forces must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary disability retired list for a serious injury or illness. A "serious injury or illness" is an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. An eligible employee is entitled to a combined total of twenty-six (26) weeks of leave, including leave taken for any FMLA-qualifying reason, during a single twelve (12) month period.

**Qualifying Exigency Leave.** During the eligible employee's family member's duty in the Armed Forces, specifically, employees who have a spouse, parent, or child who is on or has been called to active duty in the Armed Forces, the employee may take up to twelve (12) weeks of FMLA leave yearly when a "qualifying exigency" arises out of the fact that the family member is on active duty or has been notified of an impending call to active duty status. A "qualifying exigency" is:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Post-deployment activities; and
- Additional activities agreed to by the Executive Director.

Leave due to short-notice deployment or military events and related activities, must be completed within the twelve (12) month period beginning on the date of birth or placement. Spouses employed by SEASPAR who request leave due to short-notice deployment or military events and related activities to care for the employee's parent with a serious health condition, may only take a combined aggregate total of twelve (12) weeks leave for such purposes during any twelve (12) month period.

**Exhaustion of Paid Leave.** Employees must exhaust any accrued paid vacation days, paid personal days, paid sick days, or other paid leave time for unpaid leave under this

policy, and any such paid time off concurrent with his or her Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers' compensation will be counted toward the employee's twelve (12) weeks of Family and Medical Leave. If the employee qualifies for both Family and Medical Leave and any other leaves, Family and Medical leave must be taken first.

**Benefit Continuation.** While a full-time employee is on FMLA leave, SEASPAR will maintain the employee's group health insurance coverage under the same conditions the employee had at the start of FMLA leave for a period not to exceed the FMLA twelve (12) week period. The employee will be responsible for any employee premium contribution and/or payment to other employee elected benefit programs. To the extent an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums may be paid pursuant to a system voluntarily agreed to by SEASPAR and the employee. Other benefits, if any, such as vacation, sick leave, or personal days shall not accrue while an employee is on unpaid FMLA leave. Employees on FMLA leave will not forfeit any benefits that accrued prior to the start of the FMLA leave by virtue of taking FMLA leave.

**Requesting Leave.** Requests for FMLA leave must be made in writing. At least thirty (30) days advance notice of the birth or adoption of a child or for planned medical treatment should be given. In cases of emergency, notice should be given as soon as is practical (usually within one or two business days). A delay in submitting this request may result in a delay of the start of employee's leave and jeopardize compensation under the FMLA leave.

1. The request must specify, in detail, the reason(s) for requesting the leave and the length of time the employee intends to be away.
2. In cases where an employee requests leave for the employee's own serious health condition or to care for a seriously ill family member, SEASPAR requires medical certification from a health care provider to support the request. All medical certifications are due within fifteen (15) days from the date of the leave request. Failure to provide medical certification in a timely manner may result in denial of leave until it is provided.
3. If SEASPAR has reason to doubt the employee's initial certification, SEASPAR may, with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification and/or require the employee to obtain a second opinion by an independent SEASPAR-designated provider at SEASPAR's expense. If the initial and second certifications differ, SEASPAR may, at its expense, require the employee to obtain a third, final, and binding certification from a jointly selected health care provider.
4. A request for leave of absence must be approved by the Executive Director.
5. An approved medical leave of absence will be considered FMLA if it qualifies as such under the FMLA regulations promulgated by the U.S. Department of Labor.

**Recertification of Leave and Reporting to Department Head Regarding Leave Status.** During FMLA leave, SEASPAR may request the employee to provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide SEASPAR with periodic reports regarding the

employee's status and intent to return to work. These periodic reports must be made on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month the employee is on leave. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide SEASPAR with reasonable notice (e.g., within two (2) business days) of the employee's changed circumstances and new return to work date. If the employee gives SEASPAR notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

**Return from Leave.** Upon returning from FMLA leave, the employee will be reinstated to the employee's original or equivalent position with equivalent pay and benefits. In the case of an employee's own serious health condition, a physician's statement certifying the employee's inability to perform the essential functions of the job is required. In some cases, SEASPAR may require that the employee be examined by a physician of its choice to determine if the employee is fit to perform the essential functions of the position.

An employee is entitled to reinstatement only if he or she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if because of a layoff, reduction in force, or other reason; the employee would not be employed at the time job restoration is sought.

**Failure to Return to Work Following FMLA Leave.** An employee who fails to return to an available position after the leave of absence has expired may be considered, depending upon the circumstances, to have voluntarily resigned. SEASPAR may recover health insurance premiums SEASPAR paid on behalf of the employee during any unpaid FMLA leave, except SEASPAR's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, SEASPAR may require the employee to provide medical certification of the employee's or the family member's serious health condition.

Depending on the circumstances, including receipt by SEASPAR of documented medical information stating the employee is unable to return to work because of the employee's or family member's serious health condition, the employee may be eligible for emergency or other unpaid leave following the expiration of FMLA leave. If the employee requires additional leave after the expiration of FMLA leave, the employee is encouraged to contact SEASPAR as soon as he or she becomes aware of the need for additional leave and should be prepared to document the need for such additional leave with medical information provided by appropriate health providers. Failure to communicate in a timely fashion with SEASPAR regarding the need for additional leave or otherwise to cooperate with SEASPAR regarding the documentation or substantiation of such need may result in termination of employment.

### **3.11 Military Leave**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Illinois Military Leave of Absence Act, the Public Employee Armed Services Rights Act, and the Local Government Employees Benefits Continuation Act, leaves of absence shall be granted for all employees who are called or volunteer for military service, including training duty with a reserve component of the United States Armed Services, which includes the National Guard and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue. In addition:

- During leaves for annual training, the employee shall continue to receive his or her regular compensation as a SEASPAR employee;
- During leaves for basic training, for up to sixty (60) days of special or advanced training, and for any other training or duty required by the United States Armed Forces, the employee shall receive his or her regular compensation minus the amount of his or her base pay for military activities;
- For any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active-duty status, the rights and benefits of the employee shall have the following rights and benefits preserved and protected:
  - (a) the provision of insurance coverage and its automatic continuation immediately upon return to employment status with SEASPAR; and
  - (b) the right to any promotional, employment, contractual or salary benefits, or pension right, and benefits that accrued while the employee was on active-duty status.

**Reinstatement Upon Completion of Military Service.** An employee who is drafted or ordered into the military service shall be entitled to return to his or her former position at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from military service. Seniority shall accrue while in the service on active duty.

**Return to Work from Active-Duty Training.** An individual returning from initial active training duty is entitled to reemployment if the following conditions have been met:

- The reservist was called for initial active-duty training for at least twelve (12) weeks and was called to active duty for at least ninety (90) days, and
- The reservist applies for reemployment within thirty-one (31) days after release from active duty for training after satisfactory service or from discharge from hospitalization from military injury, provided it is less than one year after the scheduled release from duty.

**Reporting to Work from Reserve Training.** Employees granted a leave of absence for participation in training with the Army Reserves or National Guard need not apply for reemployment, but must report to work at the beginning of the next scheduled working period, unless prevented by circumstances beyond the employee's control. If the employee does not report to work, he or she may be subject to progressive discipline, but does not forfeit entitlement to reemployment.

### 3.12 Victims' Economic Safety and Security Act (VESSA) Policy

#### Statement of Policy

Eligible employees may use unpaid Victims' Economic Security and Safety Act (VESSA) leave for up to 12 weeks in a 12-month period for any one or more of the following reasons:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, or gender violence, or any other crime of violence, to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual, or gender violence, any other

- crime of violence, or ensuring economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, sexual, or gender violence, or any other crime of violence.

Eligible employees may use up to two workweeks (10 days) of unpaid VESSA leave for any one or more of the following reasons:

- Attending the funeral or alternative to funeral or wake of a family or household member who is killed in a crime of violence;
- Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- Grieving the death of a family or household member who is killed in a crime of violence.

Leave for these reasons must be completed within 60 days after the employee receives notice of the death of the victim.

### **Definitions**

- "12-Month Period" means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.
- "Family or Household Member" means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household.
- "Domestic, Sexual, or Gender Violence" means domestic violence, sexual assault, gender violence, or stalking.
- "Crime of Violence" means any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to certain conduct proscribed by the Articles of the Criminal Code of 2012. This can include sex offenses, assault, harassment, obscene communications, armed violence, and other crimes.

### **Coverage and Eligibility**

All employees are eligible to apply for this leave.

### **Intermittent or Reduced Leave**

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule.

### **Substitution of Time Off**

An employee may elect to substitute accrued paid vacation, sick, or personal time, or any other applicable paid time off, for any part of VESSA leave. Such substitution will not extend the employee's total allotment of time off under this policy.

### **Notice Requirement**

An employee is required to give 48 hours' notice to SEASPAR in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known.

## **Certification**

1. For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days after requested.
2. The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:
  - Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance from in addressing domestic, sexual, gender violence or any other crime of violence and/or its effects;
  - A police, court, or military record;
  - A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that a victim was killed in a crime of violence; or
  - Other corroborating evidence.

All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

## **Effect on Benefits**

During an approved VESSA leave, SEASPAR will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid VESSA leave, SEASPAR will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse SEASPAR for the cost of the premiums paid by SEASPAR for maintaining coverage during your unpaid leave, unless you cannot return to work because of the continuation, recurrence, or onset of domestic, sexual, or gender violence, any other crime of violence, or other circumstances beyond your control.

When your need for the leave also qualifies as family/medical leave pursuant to the Family and Medical Leave Act (FMLA), the FMLA leave will run concurrently with leave taken pursuant to this policy, such that the total amount of unpaid leave for which an employee will be eligible in one year is 12 weeks.

## **Job Protection**

If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If you take leave because of your own medical condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Human Resources Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until medical certification is provided.

### **Reasonable Accommodations**

SEASPAR supports VESSA and will provide reasonable accommodations to qualified individuals who are entitled to protection under this Act in a timely fashion, unless such accommodations would present an undue hardship for SEASPAR.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic, sexual, or gender violence, or any other crime of violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic, sexual, or gender violence, or any other crime of violence.

A qualified individual is an individual who, but for being a victim of domestic, sexual, or gender violence, or any other crime of violence, or with a family or household member who is a victim of domestic, sexual, or gender violence, or any other crime of violence, can perform the essential functions of the employment position that such individual holds or desires.

Should you wish to request a reasonable accommodation pursuant to this policy, you should contact Human Resources.

### **Confidentiality**

All information provided to SEASPAR pursuant to this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained an accommodation pursuant to this Section shall be retained in the strictest confidence by SEASPAR, except to the extent that disclosure is (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable law.

### **3.13 Unpaid Leave**

SEASPAR recognizes that an employee, from time to time, may need to take time off to deal with personal, medical, family, and other issues, and as such provides the employee with both vacation and personal days to allow paid time off. Unpaid leave is not intended to provide “extra vacation days,” but provides a mechanism to grant an employee additional time off for personal, medical, family, or other issues after he or she has exhausted the paid leave available to him or her. Accepting a position with another employer while on any leave of absence will result in the forfeiture of the leave of absence and the termination of SEASPAR employment.

**Unpaid Leave Under FMLA or VESSA.** Upon application to the Department Head and the approval of SEASPAR Administrator, an employee may be granted a leave of absence without pay for sick leave, personal leave, or maternity leave in conformance with the FMLA, VESSA, and other applicable state and federal regulations. The leave may extend up to the maximum leave allowed under FMLA, VESSA or other applicable state or federal law. Unpaid leave under FMLA or VESSA will have no effect upon seniority, longevity, vacation accrual, personal leave accrual, or participation in SEASPAR’s health insurance program.

**Unpaid Leave Other Than FMLA or VESSA.** A leave of absence may be granted for personal reasons beyond the scope of FMLA or VESSA if, in the opinion of the Department Head and with the approval of the Executive Director, the staffing and operation of the

department is not impaired if the leave is granted. The leave of absence may be cancelled by the Executive Director if the leave impairs SEASPAR's functioning. During an unpaid leave beyond the scope of FMLA or VESSA, the employee will cease acquiring seniority and longevity as of the first day of leave, and will not accrue vacation or personal leave during the leave period. The time on unpaid leave is not creditable toward any right or privilege of which length of service is a factor. For unpaid leave exceeding thirty (30) days, the employee may not continue to participate in SEASPAR health insurance plan unless other arrangements are approved by the Executive Director in advance.

The employee must apply in writing for this leave of absence and submit the request to their immediate supervisor. The request should include the reason for the leave, the date on which he or she wishes the leave to begin, the date on which he or she will return to active employment with SEASPAR, and any documentation supporting the need for leave. If the reason for the leave of absence is reasonably foreseeable, the employee should request the leave at least thirty (30) days in advance. The granting of a leave of absence, and the terms and conditions surrounding the leave of absence, are at the sole discretion of SEASPAR. While SEASPAR will make every effort to reinstate the employee to his or her previous position, there is no guarantee.

Failure to return from a leave of absence at the time agreed upon is normally regarded as a voluntary resignation. Requests for an extension of a general leave of absence should be submitted in writing to the Executive Director prior to the agreed upon return date.



## Section 4 Employee Benefits

### 4.1 Disclaimer

SEASPAR has established a variety of employee benefit programs for its employees. A number of the programs, such as Social Security, workers' compensation, and unemployment insurance cover all employees in the manner prescribed by law. Eligibility for other benefits is dependent on a variety of factors, including employee classification.

This portion of the Employee Manual contains a very general description of the benefits offered to individuals for which they may be entitled as an employee of SEASPAR. A Summary Plan Description (SPD) which explains coverage of many of the benefits in greater detail is available. The actual plan documents are the final authority in all matters relating to benefits described in this Manual or in the SPD and will govern in the event of any conflict. Additionally, SEASPAR reserves the right to change or eliminate any benefits at any time in accordance with applicable law.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between SEASPAR and its employees, retirees, or their dependents, for benefits or for any other purpose. All employees shall remain subject to dismissal or discipline to the same extent as if these plans had not been put into effect.

### 4.2 Insurance Plans

Eligible employees may enroll in certain group insurance plans based on their employment classification by timely completion of the required enrollment forms. The employee's portion of any required premium payment is made through payroll deduction.

Group plans are subject to the rules and regulations of the insurance providers and SEASPAR. Except where prohibited by law, SEASPAR reserves the right to change, modify, cancel, or discontinue any group insurance plans or change the amount of the required employee premium at any time with or without notice. Employees' insurance under the plan(s) will terminate immediately if the group policies are cancelled or if the employee fails to make any required premium payment.

Newly hired employees do not have to complete their Introductory Period before they are eligible to participate in the plan; they are eligible to participate on their first day of employment provided they meet all plan requirements.

Full-time employees who do not elect to enroll in SEASPAR's group health insurance plan are entitled to \$1,200 per year. Payments begin three (3) months after the enrollment period where coverage is declined and are made every three (3) months thereafter.

#### **Full-Time Employee Insurance Plans**

- **Medical, Dental, and Vision.** Group medical, dental, and vision insurance are available to all eligible full-time employees. Employees are expected to pay a portion of the cost. A summary plan description is available from the Benefits Coordinator.
- **Life and AD&D Insurance.** SEASPAR provides all eligible full-time employees with basic life and accidental death and dismemberment (AD&D) insurance based on the employee's annual base salary. This insurance is currently provided at no cost to the employee. A summary plan description is available from the Benefits Coordinator.

- **Supplemental Life Insurance.** SEASPAR offers supplemental life and AD&D policies to eligible full-time employees and their dependents. The entire premium must be paid by the employee. Payment is made through payroll deduction. Details on these plans are available from the Benefits Coordinator.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and similar Illinois laws provide employees and their covered dependents the option to extend group health insurance coverage in the event the insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability, or Medicare entitlement. Please contact the Benefits Coordinator for detailed information on COBRA and Illinois law.

### **4.3 Illinois Municipal Retirement Fund (IMRF) Pension Plan**

Eligible SEASPAR employees participate in the Illinois Municipal Retirement Fund (IMRF or the Fund) created under Article 7 of the Illinois Pension Code. An employee qualifies for IMRF if they are hired to work 1,000 hours a year. Both SEASPAR and the participating employees contribute to the fund.

If an employee leaves the employment of SEASPAR before he or she is vested in the plan, he or she is eligible for a refund of the employee contributions made to the fund. After one year of service, IMRF members are also covered for death and disability benefits.

The Illinois Pension Code determines how IMRF operates and administers IMRF benefit plans. On an annual basis, IMRF mails financial statements directly to the employee's home.

### **4.4 Deferred Compensation**

SEASPAR has established a voluntary deferred compensation plan in accordance with state and federal guidelines in order to aid employees with their long-term financial planning. This plan allows employees to put money aside for retirement on a tax-deferred basis through payroll deductions. SEASPAR offers this plan as a voluntary service. Employees should consider their financial needs to determine if this plan is in their best interest.

### **4.5 Flexible Spending Account**

Flexible spending account plans, as authorized by the Internal Revenue Code, Section 125, shall be available to all full-time employees. The plan allows employees to pay for a portion of health insurance premiums, medical expenses, and dependent care costs with pretax dollars (income tax and FICA only).

### **4.6 Social Security and Medicare**

As required by law, a fixed percentage of an employee's earnings is deducted from each paycheck and deposited with the Social Security Administration. In addition, SEASPAR contributes an equal amount to the Social Security Administration to help fund benefit programs. Detailed information on benefits, eligibility requirements, and account status is available from the local Social Security Administration office.

The Social Security Administration recommends employees periodically verify their personal earnings and benefits. Information on requesting an account balance is available from the local Social Security Administration.

#### **4.7 Unemployment Compensation**

SEASPAR employees are provided with Unemployment Compensation coverage in accordance with Illinois law. This coverage is provided at no cost to the employee. Should the employee become unemployed, they may be entitled to receive unemployment benefits provided they meet certain eligibility requirements. Additional information can be obtained from the local Unemployment Insurance office.

#### **4.8 Indemnification and Liability Insurance**

SEASPAR is required by state statute (70 ILCS 1205/8-20) to indemnify and protect employees against civil rights, damage claims and suits, constitutional rights damage claims and suits, death and bodily injury damage claims and suits, and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of employment, or under the direction of the Board of Directors. Such indemnification and protection shall extend to employees of SEASPAR at the time of the incident from which a claim arises. However, SEASPAR is statutorily prohibited from indemnifying employees for “punitive” damages. This means the employee bears exclusive responsibility for punitive damages.

#### **4.9 Workers' Compensation**

SEASPAR employees are covered under the Illinois Workers' Compensation Act, 820 ILCS 305/1 et seq. This Act provides for medical care and replacement of wages if an injury is sustained arising out of, and occurring in the course of employment with SEASPAR. Non-job-related illnesses or injuries, or illnesses, or injuries not related to the performance of an employee's assigned duties are not covered under the Act. Employees with additional questions regarding workers' compensation, should see their immediate supervisor or the Executive Director.

All employees must adhere to the following conditions:

1. Any work-related injury or illness (even if the employee is uncertain if the injury or illness is work-related, but suspects it might be work-related) must immediately be reported directly to the employee's immediate supervisor or contact a supervisor at the succeeding level of authority if the immediate supervisor cannot be reached directly. Failure to immediately report an injury or illness may jeopardize the employee's eligibility for workers' compensation benefits and subject the employee to discipline, up to and including dismissal.
2. SEASPAR reserves the right to re-assign the employee to another position at the same pay and benefits the employee received at the time of the injury.

When an employee has been released by a licensed physician to return to work on a modified duty basis, the employee may periodically be requested to return for medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay **only** for the period of time necessary for the visit, including reasonable transportation time. SEASPAR reserves the right to verify the time of the visit. Time taken over and above what is necessary will be charged to the employee's available sick, personal, or other time off. If the employee does not have

any available time, the employee will be compensated only to the extent required by law.

#### **4.10 Education and Professional Participation**

Employees are required to attend orientation meetings, staff meetings, and in-service training sessions designed to improve the overall job performance, communication, and efficiency of SEASPAR.

In the best interest of SEASPAR, employees may attend professional conferences and seminars, and belong to professional associations as budgeted and approved by the Executive Director. Such activities should further the insight of employees into better ways to operate and provide recreational activities to the public.

Employees are encouraged to discuss advancement and professional development opportunities with their immediate supervisor. When possible, authorization may be given for attendance at conferences, seminars, workshops, conventions, and professional meetings, and participation in professional organizations related to their position within SEASPAR.

Attendance at conferences, seminars, workshops, conventions and professional meetings, and participation in professional organizations, must be approved in advance. Employees should check with their immediate supervisor for applicable policies, procedures, and approvals. Employees who are on an active Performance Improvement Plan, or who have not successfully completed a Performance Improvement Plan, may be denied approval to attend conferences, seminars, workshops, conventions, and professional meetings.

##### **Conference and Workshop Attendance**

Attendance at and participation in professional seminars, conferences, conventions, workshops, and professional meetings is considered part of the administrative and supervisory staff's normal duties. If an employee wishes to attend a particular seminar, conference, or convention, they must obtain pre-approval from their immediate supervisor and the Executive Director. Employees who are on an active Performance Improvement Plan, or who have not successfully completed a Performance Improvement Plan, may be denied approval to attend conferences, seminars, workshops, conventions, and professional meetings. The employee must have been employed by SEASPAR for more than one year to attend training and conferences beyond the state level. Reimbursement for attendance expenses will be 100% of approved expenses, as long as the attendance and expenses were approved in advance. Please see Sections 4.11 and 4.14 for details on expense reimbursement.

##### **Professional Organizations**

Employees are encouraged to join and participate in professional associations that promote SEASPAR goals, individual skill development, professional recognition, or relate to job responsibilities. However, employee participation in such associations must not conflict with SEASPAR's interests. Depending upon the benefits derived from membership by SEASPAR, SEASPAR may pay all or part of the membership fees. Depending upon budgetary and other concerns, SEASPAR pays dues for full-time employee's membership in professional organizations. Professional organizations are defined as any accepted viable organization relevant to the employee's job. Employees should consult with their immediate supervisor prior to signing up for membership to determine if SEASPAR will pay for all or part of the membership fees.

Participation in professional organization activities during normal working hours must be approved in advance by the employee's immediate supervisor, and approval is contingent upon the employee's ability to meet their work responsibilities.

### **Professional Certification**

Full-time and some regular part-time employees in professional positions are expected to obtain and maintain relevant professional certifications. Recreation staff shall be or become Certified Park and Recreation Professionals and/or Certified Therapeutic Recreation Specialists. Other employees should obtain and maintain professional certifications relevant to their positions. SEASPAR will pay for certification fees for employees and will pay for one certification examination per employee.

## **4.11 Travel Expense Reimbursement Policy**

It is the policy of SEASPAR to provide, pay, or reimburse officers, employees and elected, or appointed members of the Board of Directors for travel, meal, and lodging expenses incurred in connection with official business of SEASPAR, subject to and in accordance with the following:

- The words "travel" and "entertainment" as used herein shall have the same meanings as those set forth in the Local Government Travel Expense Control Act (P.A. 99-0604, the Act), as may be amended from time to time; and
  - SEASPAR shall reimburse, up to the maximum allowable amounts set forth below, only the following types of travel, meal, and lodging expenses, subject to satisfactory compliance with the terms and conditions set forth below.
1. **Permitted Travel, Meals, and Lodging.** An officer, employee, or member of the Board of Directors may be reimbursed for travel, meal, and lodging expenses incurred in connection with official business of SEASPAR which includes, but is not limited to, attendance at conferences, symposiums, conventions, meetings, site visits, and continuing education classes.
  2. **Approval of Travel.** All official business-related travel of any officer or employee of SEASPAR shall be approved in advance of the date of travel by SEASPAR's Executive Director. All official business-related travel of any member of the Board of Directors shall be approved in advance of travel by a roll call vote of said Board.
  3. **Maximum Allowable Reimbursement.** SEASPAR shall not reimburse any officer, employee, or member of the Board of Directors for any travel, meal, or lodging expense in connection with official SEASPAR business that exceeds the following in connection with any single event:
    - a) Travel expenses shall not exceed \$3,000 in the aggregate.
    - b) Meal expenses shall not exceed \$79 per day, or the current per-diem rate set by the General Services Administration (GSA) for Chicago, Illinois, whichever is greater.
    - c) Lodging expenses shall not exceed \$233 per day, or the current per-diem rate set by the General Services Administration (GSA) for Chicago, Illinois, whichever is greater.
  4. **Expense Reimbursement Request.** No reimbursement of travel, meal, or lodging expenses incurred by an officer, employee, or member of the Board of Directors shall be authorized unless the "Request for Workshop/Seminar/Conference," attached

hereto and made a part hereof as Appendix B, has been submitted and approved. All documents and information submitted with the form shall be subject to disclosure under the Freedom of Information Act (5 ILCS 140/1 et seq.).

5. **Approval of Expenses for Officers and Employees.** All travel, meal, and lodging expenses for officers and employees shall be approved by SEASPAR's Executive Director. In addition, the Board of Directors' ratification and approval of the monthly payables shall serve as further confirmation that said travel, meal, and lodging expense reimbursements fall within the maximum amounts allowed under **Maximum Allowable Reimbursement** above and otherwise fully comply with this policy.
6. **Approval of Board of Directors' Expenses or Expenses in Excess of Maximum Allowable.** Notwithstanding the foregoing provisions of this policy, expenses for travel, meals, and lodging of any officer or employee that exceeds the maximum allowed under **Maximum Allowable Reimbursement** due to emergency or extraordinary circumstances, or any member of the SEASPAR's Board of Directors regardless of amount, may only be approved by roll call vote at a duly called open meeting of said Board.
7. **Entertainment Expenses.** Notwithstanding any of the foregoing, SEASPAR shall not reimburse any officer, employee, or member of the Board of Directors for any entertainment expenses, as that term is defined in the Act, and as may be amended from time to time.

#### 4.12 Tuition Reimbursement

If an employee is a regular full-time employee and has worked for SEASPAR at least one (1) year, and is actively employed as of the date he or she commences and completes a course of study, he or she may be eligible to participate in SEASPAR's tuition reimbursement program. SEASPAR has the exclusive right to deny requests for tuition reimbursement if there is insufficient funding or other budgetary constraints.

SEASPAR will partially reimburse the employee for tuition for certain degreed coursework that is related to SEASPAR's operations, activities, or objectives. Eligible courses must be directly and substantially related to an employee's improving productivity in his or her current or potential future job responsibilities at SEASPAR. At least sixty (60) days prior to budget approval for the following fiscal year, employees must confirm with the Executive Director or their immediate supervisor that the coursework is eligible for reimbursement. Costs for textbooks and materials will not be reimbursed. The amount an employee receives will depend on the approved budget for that fiscal year. Tuition reimbursement will only be provided if the employee receives a grade of "C" in undergraduate courses or "B" in graduate courses.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. The process is as follows:

1. Complete a Request for Education Reimbursement (attached as Appendix C) and provide a copy of the course description for approval. Employees should submit completed form to their immediate supervisor and the Executive Director;
2. The Request for Education Reimbursement must be approved by the employee's immediate supervisor and the Executive Director;

3. The Request for Education Reimbursement will be returned to the employee with needed approvals allowing the employee to register for the course. If the application is denied, SEASPAR will explain the reason;
4. The employee pays the initial course fees;
5. Once the employee receives his or her grade(s), the employee should attach the tuition bill and the final grades to a copy of the initial Request for Education Reimbursement and submit them to the Executive Director, and finally;
6. The Executive Director will approve the reimbursement and authorize payment.

Unless specifically approved in writing by the Executive Director, course work may not be performed during business hours.

Employees who receive tuition reimbursement are expected to remain employed by SEASPAR for at least twelve (12) months following the last reimbursement payment. If the employee voluntarily terminates employment with SEASPAR or is dismissed for performance reasons or misconduct, he or she must repay all tuition reimbursement made by SEASPAR in the twelve (12) months prior to the dismissal/resignation. Employees who accept tuition reimbursement consent to this repayment and consent to deduction of amounts owed from their final paychecks, to the extent permitted by law.

#### **4.13 Employee Assistance Program (EAP)**

SEASPAR realizes that personal and work-related problems can affect an employee's job performance, health, family, and emotions. To assist with these pressures, through PDRMA Health, Employee Assistance Program (EAP) services are provided on a confidential basis. The services are available to all full-time employees and their families.

#### **4.14 Expense Reimbursement**

SEASPAR may reimburse employees for necessary and reasonable expenses incurred while on authorized SEASPAR business. In order to qualify for reimbursement, the employee must request prior written approval from their immediate supervisor for expenses and provide proof of the expenses incurred on official SEASPAR business (e.g., submission of an approved reimbursement form and other appropriate documentation such as receipts as required by SEASPAR). The employee should confirm with their immediate supervisor for specific policies and procedures prior to incurring any expenses.

Per the Illinois Wage Payment and Collection Act (820 ILCS 115/9.5), an employee must submit any reimbursement request and documentation no later than thirty (30) calendar days after incurring the expense, except if the employer extends the thirty (30) day period in writing. If the request and documentation is submitted beyond thirty (30) days after the expense was incurred, SEASPAR will not reimburse the employee that expense. An exception to this is mileage reimbursement, which is to be submitted every three (3) months.

#### **4.15 Cellular Phone Reimbursement**

In compliance with the Illinois Wage Payment and Collection Act (820 ILCS 115/9.5), all regular employees, and part-time employees identified by the Executive Director, will receive a reimbursement per month for the use of their personal cellular phone in an amount

determined by the Executive Director. This reimbursement will be paid every month through payroll in the last pay period of the month. Employees with SEASPAR-issued cellular phones may receive a reduced reimbursement.

#### **4.16 Credit Union**

SEASPAR has established a voluntary credit union program. The plan allows employees to become a member of the DuPage Credit Union. All funds contributed, and the income earnings on the funds, are available for distribution to the employee at any time according to credit union rules. SEASPAR offers this plan as a voluntary service. Employees should consider their financial needs to determine if this plan is in their best interest.

#### **4.17 Employee Longevity Awards**

SEASPAR provides longevity awards to appropriately recognize full-time employees who have worked for SEASPAR for five years or longer. Full-time employees may be so honored based on the following schedule:

<b>Years of Service</b>	<b>Gift Card Award</b>
5 years	\$100
10 years	\$150
15 years	\$200
20 years	\$250
25 years	\$300
30 years	\$350
35 years	\$400
40 years	\$450

The award is given in the form of a gift card to a local business. The longevity award is not a guarantee of employment for any length of time.

#### **4.18 Clothing Allowance**

All full-time employees and regular part-time office employees are entitled to an annual clothing allowance as budgeted. The allowance amount may be different based on position and will be communicated each year to appropriate staff members.

The intention of the clothing allowance is to have staff identified as a SEASPAR staff member to the public; therefore, the apparel should be worn from the waist up and have the SEASPAR logo added to it. The only exception is swimwear for those employees who swim on a regular basis. If possible, employees should use an agency credit card and/or allow the agency to be billed. If an employee uses their own funds, they may submit for reimbursement following the Expense Reimbursement policy (Section 4.14).

#### **4.19 Wellness Initiative**

SEASPAR believes that its employees are its most valuable asset. Morale, productivity, job satisfaction, and attendance are greatly impacted by their wellness. To increase and maintain overall health, SEASPAR is dedicated to promoting intellectual, environmental, social, and emotional support to achieve a positive work-life balance. The Wellness Committee will promote activities and provide resources to motivate employees to strive for a satisfying lifestyle.



#### **4.20 Employee Discounts**

All SEASPAR employees are allowed a discount of 75% on seasonal program fees for members of their immediate family (children, parents, siblings). The discount is not applicable on summer day camp transportation, overnight trips, or the EAGLES Adult Day Program. This discount will also be provided to full-time staff from SEASPAR member entities.

Employees may also be given discounts by SEASPAR's member entities for participation in their programs or services. These are discretionary and may be limited to certain categories of employees or residency. The Executive Director distributes a list of member entity discounts at the beginning of each year.

#### **4.21 Taxation on Incentives and Clothing Allowance**

Periodically, SEASPAR may provide full-time or part-time staff with items or gift cards as incentives. To comply with IRS regulations, the value of the items is added to the employee's next paycheck and taxed. (An exception is purchases made as part of the clothing allowance, which are collected throughout the year and added to the first paycheck of December.) The amount of the tax depends on the amount of the gift card and the employee's individual tax situation. The impact to employees' paychecks will be relatively minimal. Depending on the item, the responsibility may fall on the employee or the supervisor to make the payroll department aware of the value of the items.

## **Section 5**

### **SEASPAR Property and Facilities**

#### **5.1 Use of SEASPAR Information, Property, and Equipment**

The protection of SEASPAR's business information, property, and all other SEASPAR assets are vital to the interests and success of the organization. Except in the ordinary course of performing duties for SEASPAR, or otherwise permitted, no SEASPAR property may be removed from SEASPAR's premises. Accordingly, when an employee leaves SEASPAR, the employee must return all related SEASPAR information and property the employee has in his or her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, equipment, and office supplies. Violation of this policy is a serious offense and may result in appropriate disciplinary action, up to and including dismissal.

No employee, elected official, or member of the public may use SEASPAR property for personal use without proper authorization. No SEASPAR property may be released for personal use without the prior written approval of the supervisor who is responsible for the equipment or property. Personal use of SEASPAR vehicles can only be approved by the Executive Director.

For the purpose of this section, SEASPAR property is defined as buildings, vehicles, facilities, grounds, tools, implements, electronic equipment, recreation equipment, and all other property owned, leased, or in the possession of SEASPAR. Because safety and liability is of chief concern, it is expected that SEASPAR property that is assigned, or authorized, or permitted to be used will be operated or used in a fashion consistent with SEASPAR's established safety rules and regulations. Instructions on safe and proper use will be provided upon request. In addition, the use of some SEASPAR property may require permits, waivers, and releases. The employee will be responsible for the full cost of repair or replacement of SEASPAR property, at the sole discretion of SEASPAR that is damaged or lost while it is in the employee's care and custody.

Loss, damages, or theft of SEASPAR property should be reported at once. Negligence in the care and use of SEASPAR property may be considered grounds for discipline, up to and including dismissal.

SEASPAR's equipment, such as telephones, postage meter, facsimile, printers, and copier machines, is intended for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her immediate supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to SEASPAR should be reported immediately to the employee's immediate supervisor or the Business Manager to ensure reimbursement can be made.

Upon termination of employment, the employee must return all SEASPAR property, keys, keycards, uniforms, equipment, work product, and documents in their possession or control.

#### **5.2 Use of SEASPAR Computer Systems**

It is the policy of SEASPAR that the use of its computers and software is limited to business use during working time. Except as otherwise provided in this policy, employees are prohibited from using the computer system for their personal benefit.

Further, this policy reaffirms that SEASPAR'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 systems. SEASPAR reserves the right to monitor the use of its computer systems. Employees are prohibited from using codes, accessing files, or retrieving any stored electronic communication to which they were not a party without prior authorization.

### **Electronic Files**

SEASPAR employees who use a SEASPAR-provided computer will be given access to shared computer file spaces. The files are the records and property of SEASPAR and are subject to the Illinois Freedom of Information Act (5 ILCS 140). Employees are prohibited from saving or storing any file that would bring them in conflict with this policy.

### **Software**

In order to maintain proper security compliance, the Business Manager must have administrator access to all SEASPAR owned or licensed software, regardless of its purpose or use. In addition, the Business Manager has the authority to monitor, review, and remove any software that is installed on any SEASPAR-owned computing hardware. Employees are prohibited from purchasing, downloading, or installing software to any SEASPAR computer or agreeing to license software without prior authorization from the Business Manager. When authorization is granted, the download destination must be the local drive, and proper virus protection measures are required.

### **Passwords**

Passwords are unique individual identifiers that can be compared to the combination to a safe or the key to a building. Passwords for network access are maintained by the employee and disclosed to the Business Manager. The Business Manager is responsible for ensuring periodic password changes for all users. Users will be informed when these changes will take place and will be given ten (10) days to perform the change. All vendor-supplied default passwords should be changed before any computer or communications system is used.

All passwords, whether for network access, software, or websites, must have at least twelve (12) characters and must contain a combination of two of the following: a capital letter, symbol, or number. Passwords must not be easily guessed; for example, passwords must not contain any part of the user's first or last name.

Passwords must be protected. They must not be written down and left in a place where unauthorized persons might easily discover them, such as taped to a monitor or left in a top drawer.

Employees will not disclose their passwords to anyone except the Business Manager, Executive Director, contracted IT staff, or their immediate supervisor. Any request for a username or password must be made over the phone or in person; no password information should ever be shared via email.

Passwords must be promptly changed if they are known to have been disclosed to unauthorized parties. If a password has been compromised, the Business Manager must be notified immediately.

The use of a password does not convey privacy rights to use of the system.

### **Security Awareness Training**

Technical security controls are a vital part of SEASPAR's security framework but are not in themselves sufficient to secure all information assets. Effective information security also requires the awareness and proactive support of all employees. This is obvious in the case of social engineering attacks, which specifically target vulnerable humans rather than IT and network systems.

Lacking adequate information security awareness, employees are less likely to recognize or react appropriately to information security threats and incidents, and are more likely to place information assets at risk of compromise. In order to protect information assets, all employees must be informed about relevant, current information security matters, and motivated to fulfill their information security obligations.

Therefore, all employees with network access are required to complete a comprehensive security awareness assessment and training program upon hire, as well as any additional trainings performed as part of SEASPAR's ongoing security awareness program. The program will ensure that all staff achieve and maintain at least a basic level of understanding of information security matters, such as general obligations under various information security policies, standards, procedures, guidelines, laws, regulations, contractual terms, and generally held standards of ethics and acceptable behavior. Additional training will be required for employees with specific obligations or vulnerabilities, including the Business Manager and Executive Director. Employees will be given a reasonable amount of time to complete each course so as to not disrupt business operations.

In order to test employees' understanding of their trainings, periodic simulated social engineering exercises will be completed, including phishing (email), vishing (voice), smishing (SMS), USB testing, and physical assessments. These assessments will be conducted at random throughout the year with no set schedule or frequency. Targeted exercises may be conducted on specific departments or individuals based on a risk determination.

From time to time, employees may be required to complete remedial training courses as part of a risk-based assessment. Failure to improve their risk determination may be grounds for discipline.

### **Unauthorized Equipment**

Employees are prohibited from bringing unauthorized electronic communications equipment to work to use with SEASPAR-provided electronic communications equipment and/or from accessing SEASPAR systems with their devices absent explicit permission from the Business Manager. Such prohibited equipment includes, but is not limited to, any type of external computer drives (e.g., flash drives), to save information from computer drives, and personal laptops and other wireless communications devices. Using such unauthorized equipment with SEASPAR-provided electronic communications equipment and/or accessing SEASPAR systems without permission is considered theft of SEASPAR's intellectual property.

### **Personal Use of Computer Systems**

Subject to approval from the employee's immediate supervisor, an employee's occasional use of SEASPAR computer systems for personal use and outside projects may be acceptable. However, in order to keep uses to a reasonable level, approval to

use the system in such a manner must be given by the employee's immediate supervisor. Moreover, please be aware that SEASPAR may purge files on its computer at any time, without notice. SEASPAR 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.

### **5.3 Email Policy**

Every SEASPAR employee is responsible for using the SEASPAR electronic mail (email) system properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director. Employees are prohibited from using private email to conduct SEASPAR business.

The email system is the property of SEASPAR. It has been provided by SEASPAR for use in conducting SEASPAR business. All communications and information transmitted by, received from, or stored in this system are SEASPAR records and property of SEASPAR. The email system is to be used primarily for SEASPAR purposes during working time. Excessive use of the email system for personal purposes during working time is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent within the SEASPAR email system. SEASPAR, in its discretion as owner of the email system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent within the email system, for any reason and without the permission of any employee.

Employees should be aware that any communication sent using SEASPAR owned property is subject to disclosure requests pursuant to the Illinois Freedom of Information Act (5 ILCS 140). Communications may also be disclosed to any party required by law or regulation, which may include law enforcement search warrants and discovery requests in civil litigation.

Even if employees use a password to access the email system, the confidentiality of any message stored in, created, received, or sent from SEASPAR email system cannot be assured. Use of passwords or other security measures does not, in any way, diminish SEASPAR's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by an employee's SEASPAR email must be shared with the Business Manager as email files may need to be accessed by SEASPAR in an employee's absence.

While SEASPAR has the right to retrieve and read any email 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 email messages that are not sent to them. Any exception to this policy must receive the prior approval of the employee, their supervisor, and the Business Manager.

Employees who create a SEASPAR profile/email account on their personal devices without permission or who refuse to delete their SEASPAR profile/email account on their

personal devices when asked to do so, will automatically have their devices reset to factory default by SEASPAR. This setting will delete all SEASPAR information from their devices, but will also delete any and all personal information, including but not limited to apps, contacts, pictures, videos, etc., as well.

Employees should be aware that deletion of any email messages or files will not eliminate the messages from the system.

SEASPAR's policies against sexual or other harassment apply fully to the email system and any violation of those policies is grounds for discipline, up to and including dismissal. Therefore, no email messages should be created, sent, or received if they contain sexually-oriented images or intimidating, harassing, hostile, vulgar, obscene, or threatening material concerning race, color, religion, sex, age, national origin, disability, pregnancy, sexual orientation, gender identity, military or veteran status, protective order status, genetic information, or any other classification protected by applicable law. Employees who receive email or other information on their computers which they believe violate this policy should immediately report this activity to their immediate supervisor or the Executive Director.

Privileged or confidential material, including but not limited to trade secrets or attorney-client communications, should not be exchanged haphazardly by email, facsimiles, etc.

Employees must respect all laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including SEASPAR's own copyrights, trademarks, and brands.

Due to the potential for security breaches, employees must exercise extreme caution in opening any files attached to an email or clicking any links in an email. If the email is not expected, it should be immediately forwarded to the Administrative Service Manager or reported using the email system.

SEASPAR's email system must not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related functions. Employees must not subscribe to any email lists that are not directly relevant to their assigned duties.

Emails should be disposed of according to their applicable retention schedule, with the majority of emails being considered administrative correspondence. The one exception is transitory emails, which may be deleted immediately. Transitory emails are those which do not contain any value to SEASPAR; examples include information about employee potlucks or requests for a coworker to attend a meeting.

Employees are reminded to be courteous to co-workers, program participants, and members of the public via email. Emails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient(s). Users should write email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on SEASPAR letterhead.

Employees should ensure that they reply to email messages within one business day at any time they are working regularly or not on vacation. Out-of-office replies should be set up for any planned absence of one (1) business day or more and should provide the anticipated date of return as well as an alternate contact during the absence.

Any employee who discovers misuse of the email system should immediately contact the Business Manager or the Executive Director.

Violations of SEASPAR's email policy will result in disciplinary action, up to and including dismissal.

As with any policy, SEASPAR reserves the right to modify this policy at any time, with or without notice.

#### **5.4 Internet Use Policy**

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, email can provide an excellent means of communicating with other employees, our patrons, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment. Employees' use of the Internet on SEASPAR's computer systems should be for job-related purposes during working time.

If an employee abuses their right to use the Internet, it will be taken away. In addition, the employee may be subject to disciplinary action, up to and including dismissal, and civil and criminal liability.

Employee use of the Internet is governed by this policy and the Email Policy (Section 5.3).

##### **Disclaimer of Liability for Use of Internet**

SEASPAR is not responsible for material viewed or downloaded by users from the Internet. Users accessing the Internet do so at their own risk.

##### **Duty Not to Waste Computer Resources**

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, spending excessive amounts of time on the Internet for non-work purposes, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort, may not be downloaded unless they are work-related.

##### **No Expectation of Privacy**

The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the SEASPAR computer system.

##### **Monitoring Computer Usage**

SEASPAR has the right, but not the duty, to monitor any and all of the aspects of its computer system, including but not limited to monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees, and reviewing email sent and received by employees.

##### **Blocking of Inappropriate Content**

SEASPAR may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by SEASPAR networks. In the event an employee encounters inappropriate or sexually explicit material while browsing on the Internet, they must immediately disconnect from the site, regardless of whether the site was subject to SEASPAR blocking software.

### **Prohibited Activities**

Material that is harassing, sexually explicit, obscene, intimidating, defamatory, or otherwise unlawful or violative of SEASPAR's Equal Employment Opportunity Policy (EEO) and its policies against sexual or other harassment may not be viewed, downloaded from the Internet, or displayed or stored in SEASPAR's computers. Employees encountering or receiving this kind of material should immediately report the incident to their immediate supervisor or the Executive Director. SEASPAR's Equal Employment Opportunity Policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline, up to and including dismissal. Violations of this policy are grounds for disciplinary action, up to and including dismissal.

### **Games and Entertainment Software**

Employees may not use SEASPAR's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet except for programmatic purposes.

### **Intellectual Property**

Employees must respect all laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including SEASPAR's own copyrights, trademarks, and brands.

### **Accessing the Internet**

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to SEASPAR's network must do so through an approved Internet firewall.

### **Virus Detection**

Files obtained from sources outside SEASPAR, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to email, and files provided by customers or vendors may contain dangerous computer viruses that may damage SEASPAR's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-SEASPAR sources, without first scanning the material with SEASPAR-approved virus checking software.

If an employee suspects a virus has been introduced into SEASPAR's network, they should notify the Business Manager immediately.

### **Amendment and Revisions**

As with all SEASPAR policies, this policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, up to and including dismissal, and civil and criminal liability.



## 5.5 Social Media Policy

Social media is defined as blogs, other types of self-published online journals, and collaborative web-based discussion forums, including but not limited to LinkedIn, Facebook, Instagram, and Twitter.

### General Rules and Guidelines

The following rules and guidelines apply to the use of social media, whether such use is for SEASPAR-sponsored social media or personal social media. Using SEASPAR equipment to access social media sites is also governed by the Use of SEASPAR Computer Systems Policy and the Internet Use Policy (Sections 5.2 and 5.4).

Employees should refer to those policies before accessing such sites via SEASPAR's equipment. These rules and guidelines apply to all employees:

1. Employees are prohibited from discussing confidential SEASPAR matters through the use of social media such as SEASPAR's trade secrets, marketing lists, program participant information, strategic business plans, program participant lists, business contracts, and other proprietary and nonpublic SEASPAR information;
2. Employees cannot use social media to harass, threaten, bully, or discriminate against co-workers, supervisors, customers, program participants, vendors or suppliers, any organizations associated or doing business with SEASPAR, or any members of the public, including website visitors who post comments. SEASPAR's anti-harassment and EEO policies apply to use of social media in the workplace; and
3. This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours, and working conditions with co-workers via social media.

### SEASPAR-Sponsored Social Media

SEASPAR-sponsored social media is used to convey information about SEASPAR's programs and services, advise the public about upcoming events, obtain customer feedback, exchange ideas or trade insights about industry trends, reach out to potential new participants, issue or respond to breaking news, or respond to negative publicity.

All such SEASPAR-related social media is subject to the following rules and guidelines, in addition to rules and guidelines set forth above:

Only employees designated and authorized by SEASPAR can prepare content for or delete, edit, or otherwise modify content on SEASPAR-sponsored social media. SEASPAR-sponsored social media accounts are owned by SEASPAR. Employees who create such accounts or are provided access to such accounts, do not obtain ownership rights to such accounts or any content contained in them. Employees who create or are provided access to SEASPAR-sponsored social media accounts, must provide SEASPAR with all passwords and/or log-in information to such accounts immediately upon SEASPAR's request, and must transfer "manager" or "owner" status (as defined by the particular social media site) upon SEASPAR's request;

1. Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards;
2. All content posted to SEASPAR's social media sites is subject to the Illinois Freedom of Information Act (5 ILCS 140) and should be retained accordingly;

3. Designated employees are responsible for ensuring that SEASPAR-sponsored social media conforms to all applicable SEASPAR rules and guidelines. These employees are authorized to remove immediately and without advance warning, any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates SEASPAR's EEO and/or anti-harassment policies; and
4. All employees are encouraged to interact with SEASPAR's social media sites in the role of a general supporter and when responding to social media site visitors, employees should identify themselves as an employee of SEASPAR. Employees not designated as managers of the sites must not respond to questions or comments on behalf of SEASPAR. When posting content as a user to any of SEASPAR's social media sites, employees must exercise good judgment and ensure that the content is accurate and consistent with how they wish to present themselves to colleagues and SEASPAR stakeholders.

### **Personal Use of Social Media**

The following rules and guidelines, in addition to the rules and guidelines set forth above, apply to employee use of social media on the employee's personal time.

1. Employees should abide by SEASPAR's policy concerning personal use of SEASPAR's computers.
2. Employees who utilize social media and choose to identify themselves as employees of SEASPAR may not represent themselves as spokespeople for SEASPAR. Accordingly, employees are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that their views are their own and not those of SEASPAR or of any person or organization affiliated or doing business with SEASPAR.
3. Employees should respect all copyright and other intellectual property laws. For SEASPAR's protection, as well as the employee's, it is critical to show proper respect for all laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including SEASPAR's own copyrights, trademarks, and brands.
4. Since an employee's site or blog is a public space, SEASPAR expects the employee to be respectful to SEASPAR, its employees, its patrons, its partners and affiliates, and others.

### **Violations**

SEASPAR will investigate and respond to all reports of violations of SEASPAR's rules and guidelines or related SEASPAR policies or rules. Employees are urged to report any violations of this policy to their immediate supervisors or the Executive Director. A violation of this policy may result in discipline, up to and including dismissal.

## **5.6 Voicemail Policy**

Every SEASPAR employee is responsible for using the voicemail system properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director.

The voicemail system is the property of SEASPAR. It has been provided by SEASPAR for use in conducting SEASPAR business. All communications and

information transmitted by, received from, or stored in this system are SEASPAR records and property of SEASPAR. The voicemail system is to be used primarily for SEASPAR purposes.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over SEASPAR's voicemail system.

SEASPAR, in its discretion as owner of the voicemail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the voicemail system, for any reason without the permission of any employee and without notice.

Even if employees use a password to access the voicemail system, the confidentiality of any message stored in, created, received, or sent from SEASPAR's voicemail system cannot be assured.

Use of passwords or other security measures does not, in any way, diminish SEASPAR's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to SEASPAR as voicemail messages may need to be accessed by SEASPAR in an employee's absence.

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

While SEASPAR reserves the right to retrieve and read any voicemail message, 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 listen to any voicemail messages not sent to them. Any exception to this policy must receive the prior approval of the employee, their supervisor, and the Business Manager.

SEASPAR's policies against sexual or other harassment apply fully to the voicemail system, and any violation of those policies is grounds for discipline, up to and including dismissal. Therefore, no voicemail messages should be created, sent, or received if they contain intimidating, harassing, bullying, obscene material, or material that would otherwise violate SEASPAR's anti-harassment policies.

Users should routinely delete outdated or otherwise unnecessary voicemails. These deletions will help keep the system running smoothly and effectively and minimize maintenance costs.

Due to the storage space required for voicemail messages, employees should not send a voicemail message to a large number of recipients without prior approval from their immediate supervisor.

Employees are reminded to be courteous to other users of the system and to always conduct themselves in a professional manner. Voicemail messages are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create voicemail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on SEASPAR letterhead.

Employees should also use professional and courteous greetings on their voicemail boxes to properly represent SEASPAR to outside callers. A greeting should include the employee's name and title and provide an alternative if the caller needs to speak with someone immediately (e.g., "If you need to speak with someone immediately, please press zero to reach our reception desk.").

Employees should ensure that they reply to voicemail messages within one (1) business day at any time they are working regularly or not on vacation. An out-of-office greeting should be set up for any planned absence of one business day or more and should provide the anticipated date of return as well as an alternate contact during the absence.

To avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to voicemail messages while using the speakerphone feature.

Any employee who discovers misuse of the voicemail system should immediately contact the Executive Director.

Violations of SEASPAR's Voicemail Policy will result in disciplinary action, up to and including dismissal.

As with any policy, SEASPAR reserves the right to modify this policy at any time, with or without notice.

## **5.7 Telephone and Cellular Phone Usage**

Office telephones are a vital part of SEASPAR's operations. Due to the large volume of association business transacted by telephone, personal use of the telephone should be limited and personal calls should be brief.

During work hours, employees should limit their use of personal cellular phones for personal reasons and should be used only during breaks and mealtimes.

SEASPAR requires the safe use of cellular phones by employees while conducting business. Employees who are issued cellular phones may also be issued an earphone/microphone adapter for increased safety and convenience.

SEASPAR encourages and promotes cellular phone safety when operating a motor vehicle for SEASPAR business. Employees are expected to fully comply with all traffic laws and laws related to cellular phone use. For driver and passenger safety, when placing or answering a cellular phone call, employees should pull their vehicle over and park if it is safe to do so.

Employees may only use a cellular phone while driving in an emergency situation and if they are utilizing a hands-free device (such as a headset) or are using the phone in a voice activated mode.

## **5.8 SEASPAR Issued Cellular Phones**

SEASPAR recognizes that its employees' ability to communicate to supervisors, co-workers, vendors and others is sometimes essential to the efficient delivery of services to residents,

and that such communication may occur through the use of a cellular phone (“cell phone”). The purpose of this policy is to provide direction for use of SEASPAR issued cell phones by employees.

### **Criteria for Use of a SEASPAR Cell Phone to Conduct SEASPAR Business**

SEASPAR understands that employees may use a personal cell phone to perform responsibilities on behalf of the SEASPAR. In addition, the SEASPAR, at its own discretion, may issue a cell phone to an employee if such a cell phone is required to conduct his or her duties on behalf of the SEASPAR. Generally, criteria that will be considered whether a SEASPAR cell phone will be issued to an employee includes whether the employee is remotely stationed outside of the main SEASPAR office. These employees are provided a cell phone in place of a desk phone.

The SEASPAR reserves the right to modify the criteria required for an employee to be issued a SEASPAR cell phone, periodically review an employee's position to determine if a cell phone is still needed by the employee to perform his or her job, utilize other factors in determining whether to issue a cell phone to an employee or whether to continue to allow an employee to retain a cell phone, change the cellular or data plan, or revoke the approved use of a SEASPAR cell phone at any time, with or without notice, in SEASPAR's sole discretion.

### **Use of SEASPAR-Issued Cell Phones**

- (a) Employees with SEASPAR issued cell phones are expected to use the cell phones in accordance with Sections 5.7 (Telephone and Cellular Telephone Usage) and 5.6 (Voicemail Policy) of the Personnel Manual.
- (b) A SEASPAR issued cell phone is intended to be used for official SEASPAR business only and employees are only to use the cell phone for personal reasons on a de minimis basis.
- (c) Employees with SEASPAR issued cell phones are not expected to monitor or use the cell phones outside of the employees' normal working hours.
- (d) Employees are responsible for the safe keeping of a SEASPAR issued cell phone and must not allow the cell phone to be used by an unauthorized party. If an employee believes a breach of security has occurred with respect to his or her cell phone, or discovers another employee has misused said cell phone, he/she must notify the Business Manager immediately.
- (e) Employees are to use care and caution when downloading a web application or any other program on the SEASPAR issued cell phone. The costs associated with the downloading of unauthorized web applications and any other unauthorized downloads are the responsibility of the employee and prior approval must be obtained.
- (f) Employees whose personal cellular phone usage is excessive, resulting in additional expense to the SEASPAR, may be required to reimburse the SEASPAR for phone charges for personal, non-business-related long distance, or other charges that exceed SEASPAR's contracted package allocations.
- (g) A cell phone assigned to an employee may be revoked at any time at the discretion of the Executive Director, with or without notice.

### **No Expectation of Privacy**

Employees have no expectation of privacy in the contents of any data stored on, sent to, sent from, or received from a cell phone issued by SEASPAR. SEASPAR reserves the right to audit and monitor the use of any SEASPAR issued cell phone, including any data that has been sent, received, or stored on the cell phone, including but not limited to all web browsing, phone calls, text messages, emails, pictures, videos, and other images.

Any communication sent by any cell phone regarding SEASPAR business is also subject to disclosure under FOIA and release pursuant to a discovery request in the event of litigation.

### **Repair, Replacement, and Removal of Cell Phones**

An employee in possession of a SEASPAR issued cell phone and associated equipment (i.e., chargers) is expected to take reasonable precautions to protect the equipment from loss, damage, or theft. If an employee's cell phone is not operating properly, he/she should notify his/her supervisor before taking any steps to repair or replace the cell phone. If the cell phone needs service or replacement due to normal wear and tear, SEASPAR will decide whether to repair or replace the cell phone and such cost shall be at the expense of SEASPAR.

If the SEASPAR-issued cell phone is damaged due to the employee's carelessness, the employee is responsible for paying the expense of having the cell phone repaired or replaced. In such an instance, SEASPAR will determine whether the cell phone will be repaired or replaced. Likewise, the employee shall pay the expense of replacing his/her SEASPAR issued cell phone if the cell phone is lost or stolen.

A SEASPAR issued cell phone is the property of SEASPAR and as such may be removed from the employee's possession at any time. Upon resignation or termination of employment, or at any time upon request, the employee must produce the cell phone for return or inspection. Employees who do not present the cell phone in good working condition within the requested time period may be required to pay the cost of its replacement.

## **5.9 Bring Your Own Device (BYOD) Policy**

SEASPAR employees are sometimes required to utilize their own mobile devices, such as smartphones or tablets, to access SEASPAR networks, data, and sensitive information. It is the employee's duty to ensure that those networks, data, and information are accessed with care.

This policy is intended to protect the security and integrity of SEASPAR's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms. This policy applies to work performed on a device on SEASPAR's behalf during working and nonworking hours, on and off of premises.

### **No Expectation of Privacy**

All material, data, communications, and information, including but not limited to email (both outgoing and incoming), telephone conversations and voicemail, instant messages, and internet and social media postings and activities created on, received, or transmitted by, printed from, or stored or recorded on the device for SEASPAR or on behalf of SEASPAR is the property of SEASPAR, regardless of who owns the device(s) used.

You are expressly advised that in order to prevent misuse, SEASPAR reserves the right to monitor, intercept, review, and remotely wipe, without further notice, the entire contents of the device, including your personal content, in SEASPAR's sole discretion. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the device, whether the device is in your possession or SEASPAR's possession.

### **Security**

- In order to prevent unauthorized access, devices must be password protected using the features of the device.

- The device must lock itself with a password, PIN, or fingerprint if it is idle for a maximum of three (3) minutes (preferably less).
- As with all passwords, passwords/PINS should not be shared with anyone.
- Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.
- The employee's device may be remotely wiped if (1) the device is lost, or (2) SEASPAR detects a data or policy breach, a virus, or a similar threat to the security of SEASPAR's data and technology infrastructure. The Business Manager will work with the employee to determine extent of potential liability and best options before any action is taken with the device.

### **Appropriate Use**

SEASPAR's policies prohibiting harassment, discrimination, and retaliation, apply to the use of all devices under this policy. You may not use any device in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by applicable federal, state, or local law.

Non-exempt employees using their own devices under this policy must record all time spent working, including time spent using their own devices for work purposes during nonworking hours.

A new employee using their own device under this policy for the first time must erase all information related to any previous employment before using their device for SEASPAR or on behalf of SEASPAR.

### **Technological Support**

SEASPAR does not provide technological support for employee devices. You acknowledge that you alone are responsible for any repairs, maintenance, or replacement costs and services.

### **Risks/Liabilities/Disclaimers**

- While SEASPAR will take every precaution to prevent the employee's personal data from being lost in the event it must remote wipe a device, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc.
- SEASPAR reserves the right to disconnect devices or disable services without notification.
- Lost or stolen devices must be reported to SEASPAR within twenty-four (24) hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.
- The employee is expected to use his or her devices in an ethical manner at all times and treat sensitive information with the utmost care.
- The employee is personally liable for all costs associated with his or her device.
- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.
- SEASPAR reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

## **5.10 Travel and Vehicle Use**

The following general rules apply to the use of motor vehicles on SEASPAR business. Employees should see their immediate supervisor for further details.

### **Applicable to All Vehicles Operated on SEASPAR Business**

1. Use of any vehicle for SEASPAR business must be authorized by the employee's immediate supervisor.
2. Employees operating any vehicle for SEASPAR business must have a valid driver's license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. Employee must notify their immediate supervisor if the status of their driver's license changes.
3. Employees are required to obey all traffic regulations. This includes, without limitation, the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on.
4. All accidents must be immediately reported to the employee's immediate supervisor. A copy of the police report must also be included, when applicable.
5. No employee may be under the influence of alcohol, illegal substances, or legal drugs while operating any vehicle for SEASPAR business. See the Alcohol and Drug Abuse Policy (Section 1.18) for more information.

### **SEASPAR-Owned Vehicles**

In addition to the regulations listed above, the following apply to any employee who has been granted authorization by the Executive Director or their immediate supervisor to operate a SEASPAR vehicle.

1. SEASPAR-owned vehicles may be taken home when authorized by the Executive Director and only in cases where the employee is subject to emergency calls during off-duty hours or extenuating scheduling.
2. Employees operating SEASPAR vehicles must be twenty-one (21) years or older.
3. SEASPAR vehicles will not be used to transport SEASPAR patrons unless the vehicle and employee are authorized to do so or in case of emergency.
4. Any employee who is required to have a Commercial Driver's License (CDL) as a condition of employment, is subject to random drug and alcohol testing in accordance with Department of Transportation regulations. See the Alcohol and Drug Procedures for CDL Employees (Section 1.19).
5. Employees are responsible for the care and conservation of SEASPAR vehicles and must promptly report any accident, breakdown, or malfunction of any unit to ensure necessary repairs may be made.
6. SEASPAR has the right to search any SEASPAR vehicle at any time, with or without notice. Employees have no reasonable expectation of privacy with respect to SEASPAR vehicles.
7. No employee may be under the influence of alcohol, illegal substances, or legal drugs while operating any SEASPAR-owned vehicle at any time, irrespective as to whether the use is for personal or SEASPAR business. See the Alcohol and Drug Abuse Policy (Section 1.8) for more information.

### **Personal Vehicles**

In addition to the general regulations listed above, the following apply to any employee who operates his or her personal vehicle for SEASPAR business.

1. Employees using their personal vehicle for SEASPAR business are required to carry liability insurance on their vehicle in accordance with applicable laws and



- may be asked to provide proof of this insurance. SEASPAR's liability insurance is secondary to the employee's own coverage.
2. Using an employee's (or any) personal vehicle to transport participants in any SEASPAR programs is strictly prohibited.
  3. Reimbursement for authorized use of personal vehicles will be made at the standard mileage rate established by the IRS and will be considered payment for the use of the vehicle, insurance, and all other transportation costs.

In order to qualify for reimbursement, an employee must secure prior written approval from their immediate supervisor and submit a mileage reimbursement form.

## **Section 6 Employee Conduct**

### **6.1 Introduction**

SEASPAR employees work together as a team to develop, promote, and maintain quality recreational programs and facilities for their residents. Each employee is expected to work toward meeting our goal of providing services in a friendly, efficient, and professional manner. Employees are urged to make any suggestions they feel will benefit to SEASPAR and our patrons which would save time, reduce waste, promote safety, increase efficiency, and make the working and recreational experience for all persons more enjoyable.

SEASPAR employees are expected to demonstrate the highest standards of personal and professional integrity, honesty, responsibility, and fortitude in the performance of their duties. Employees are expected to treat SEASPAR patrons and their fellow employees honestly, fairly, and courteously. The rules identified below have been prepared to serve as a guide for employee conduct while acting on behalf of SEASPAR. These rules are designed to promote orderly, safe, and efficient operations. They have been developed through common sense and years of experience. All employees are required to carefully read these rules and to conduct themselves accordingly.

### **6.2 Compliance with SEASPAR Policies, Procedures, and Supervisory Directive**

All employees are required to comply with all policies and procedures established by the Board of Directors, immediate supervisors, and administrative staff of SEASPAR. The Board of Directors is responsible for policy changes with recommendation from the Executive Director.

### **6.3 Whistleblower Policy**

#### **Purpose**

Pursuant to § 4.1 of the Public Officer Activities Act, 50 ILCS 105/4.1 (the "Act"), SEASPAR protects the confidentiality of and prohibits retaliation against any full-time, part-time, or temporary employee or contractor who reports improper governmental action under the Act and this policy. Confidentiality will be protected to the extent permissible by law unless waived by the employee. SEASPAR's Auditing Official will manage and investigate complaints filed under the Act and this policy in accordance with the following processes and procedures.

#### **Improper Governmental Action**

For purposes of this policy, "improper governmental action" means any action by an employee of SEASPAR or Board member of SEASPAR that:

- a. Is undertaken in violation of a federal or state law or local ordinance;
- b. Is an abuse of authority;
- c. Violates the public's trust or expectation of their conduct;
- d. Is of substantial and specific danger to the public's health or safety; or
- e. Is a gross waste of public funds.

The action need not be within the scope of the official duties of the employee or Board member to be subject to a claim of improper governmental action.

Improper governmental action does not include SEASPAR's personnel actions, including but

not limited to: (1) employee grievances or complaints; (2) appointments, promotions, transfers, reassignments, or reinstatements; (3) restorations or reemployment; (4) performance evaluations; (5) reductions in compensation; (6) dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

### **Confidentiality**

The identity of an employee will be kept confidential to the extent allowable by law unless waived in writing by the employee.

The Auditing Officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

### **No Retaliation**

SEASPAR will not retaliate against an employee or contractor who:

- a. Reports an improper governmental action under this policy or the Act;
- b. Cooperates with an investigation by the Auditing Official related to a report of improper governmental action; or
- c. Testifies in a proceeding or prosecution arising out of an improper governmental action.

Prohibited retaliation means any adverse change in an employee's employment status or terms and conditions of employment. Retaliatory action includes, but is not limited to,: (1) denial of adequate staff to perform duties; (2) frequent staff changes; (3) frequent and undesirable office changes; (4) refusal to assign meaningful work; (5) unsubstantiated letters of reprimand or unsatisfactory performance evaluations; (6) demotion; (7) reduction in pay; (8) denial of promotion; (9) transfer or reassignment; (10) suspension or dismissal; or (11) other disciplinary action made because of an employee's protected activity under the Act.

### **Reporting Procedures**

To invoke the protections of the Act and this policy, any employee who is aware of an improper governmental action (as defined above) is required to make a **written** report of it to SEASPAR's Executive Director, who serves as our Auditing Official. Any whistleblower who believes he/she is being retaliated against should contact the Auditor, or his/her designee, immediately. Reports of retaliation must be made in writing and within sixty (60) days of learning of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Further, any employee who believes that he or she is being retaliated in violation of the Act and this policy must submit a **written** report regarding the retaliation to the SEASPAR's Auditing Official, within sixty (60) days of learning of the retaliatory conduct.

If the Auditing Official is the individual doing the improper governmental action, then a report may be submitted to SEASPAR's Board President.

### **Investigation Procedures**

Upon receiving a report of alleged improper governmental action, the Auditing Official shall conduct an investigation.

The Auditing Official will also notify the employee and all witnesses of SEASPAR's policy against retaliation for reporting alleged improper government action or participating in a related investigation or proceeding.

The Auditing Official shall notify SEASPAR's corporate counsel and/or the General Counsel of the Park District Risk Management Agency (PDRMA) of the report and seek legal advice regarding the report, investigation, and potential findings and remedies.

Confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with SEASPAR's need to investigate.

After a written complaint is received by the Auditor, a written acknowledgement notice may be sent to the Complainant that may include a timeline for review, investigation, and resolution. The Auditor, or his/her designee, may meet with the Complainant, Respondent and/or other witnesses as a part of the investigation. The Auditor, or his/her designee, has the authority to conduct multiple interviews, if needed. The Auditor, or his/her designee, may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.

If it is determined that the conduct that is the subject of the complaint involves fraud, or illegal/egregious conduct, the Auditor, or his/her designee, has the authority to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies.

Upon completion of the investigation, the Complainant and Respondent will be notified that the investigation has ended, and the decision made. This notification may take place orally or in writing. If the Auditor, or his/her designee, determines this policy has been violated, the Board will be notified. Remedies and discipline for policy violations will be in accordance with applicable law.

The Auditing Official may transfer a report of improper governmental action to another auditing official designee (including, but not limited to, the appropriate State's Attorney) for investigation if the Auditing Official deems it appropriate.

The Auditing Official shall maintain records relating to the report, investigation, and findings confidential to the extent allowed by law and shall consult with SEASPAR's corporate counsel and/or PDRMA's General Counsel before disclosing such records to any third parties, including, but not limited to, pursuant to a request under the Illinois Freedom of Information Act.

#### **Other Duties of the Auditing Official**

The Auditing Official shall also ensure that each employee receives a written summary or a complete copy of § 4.1 of the Act upon hire and at least once each year of employment.

The Auditing Official shall also ensure that all employees receive a copy of this policy upon hire and at least once each year of employment, as well as any updates to it, and sign a form acknowledging receipt.

The Auditing Official shall also be familiar with § 4.1 of the Act and any amendments thereto and shall comply with all requirements of the Act.

The Auditing Official shall also respond to questions from employees about this policy.

### **6.4 Workplace Wrongdoing Policy**

SEASPAR does not tolerate workplace wrongdoing on its premises, sponsored events, or while acting within the scope of employment. Workplace wrongdoing

includes the examples listed below, as well as any violation of the policies in this Manual or any reasonable policy or requirement instituted by SEASPAR. Workplace wrongdoing includes, but is not limited to, the following:

- SEASPAR does not tolerate theft of property, whether from SEASPAR, a patron, or from a co-worker. Employees should seek permission before removing SEASPAR material, tools, equipment, 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 and including immediate dismissal.
- SEASPAR prohibits false information on any expense account sheet or on any insurance claim submitted under SEASPAR's health care benefits or workers' compensation benefits program.
- SEASPAR prohibits fighting on its premises. An employee who instigates physical violence or threatens physical violence, may be subject to disciplinary action, up to and including immediate dismissal.
- SEASPAR prohibits horseplay, practical jokes, and pranks. Any employee who violates this policy may be subject to disciplinary action, up to and including immediate dismissal.

## **6.5 Accurate Records**

Any reports an employee produces, or records they maintain, are important to the administration of SEASPAR and must be accurate and complete.

## **6.6 Attendance, Punctuality, and Dependability**

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

When an employee knows in advance they cannot avoid absence from work, they must make arrangements in advance with their immediate supervisor.

If it is not feasible to make arrangements in advance for an absence, and the employee is going to be late or absent for any reason, they must notify their immediate supervisor at least thirty (30) minutes prior to their scheduled starting time. If their immediate supervisor is not available, they should contact the supervisor at the succeeding level of authority. If an employee is unable to contact either supervisor directly, they are to leave a voicemail. It is an employee's personal responsibility to ensure proper notification is given.

If an employee must leave work early due to an illness or personal emergency, they must make every reasonable effort to promptly advise their immediate supervisor or if their immediate supervisor is not available, the supervisor at the succeeding level of authority.

The notice must include a reasonable explanation for the absence or tardiness, and a statement as to when they expect to arrive at or return to work. An employee may be required to present a doctor's certificate or other documentation substantiating the length of and reasons for the absence or tardiness.

The foregoing notice requirements apply to each day of absence or tardiness, including without limitation, consecutive days unless previously arranged in advance with the employee's supervisor.

Employees who fail to report to work on three (3) consecutive working days without notifying any supervisor will be considered to be absent without leave and all pay and benefits will be suspended.

Attendance is an essential function of every job. Even with proper notice of an employee's absence or tardiness, continued irregular attendance or excessive absenteeism or tardiness, as determined in the sole discretion of SEASPAR, may constitute unsatisfactory performance and may subject the employee to disciplinary action, up to and including dismissal.

## **6.7 Proper Dress and Appearance**

The personal appearance of employees conveys to the public a general impression of SEASPAR. An employee's attire, including jewelry, on the job should be in good taste, clean, neat, and appropriate for the duties being performed. SEASPAR expects that each employee make appropriate decisions while choosing the type of clothing, hairstyle, accessories, shoes, and make-up worn while working. 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, employees should consult their immediate supervisor.

Employees should avoid extremes in dress and appearance. Hair must be neat, clean, trimmed, and present a groomed appearance. Mustaches and beards are permitted as long as they are neatly trimmed and groomed and such facial hair should not pose a safety or health risk given the nature of the employee's job responsibilities. For safety purposes, all employees working with mechanical 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.

The style of any piercing and jewelry must not present a safety hazard to the employee, coworkers, or the public, as determined by SEASPAR. Sandals, clogs, open-toe/open-heel shoes, or flip flops are prohibited when working at programs. Modest swimwear is required for all aquatic programs.

Employees are also prohibited from wearing or maintaining in their workspace, any type of strong smelling substances, including but not limited to, perfumes, after shaves, colognes, potpourri, or other such substances. Employees are expected to maintain appropriate hygiene standards while at work or performing SEASPAR work.

Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must submit 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.

Clothing and shoes which are torn, frayed, deteriorated, and/or visibly dirty are considered unacceptable attire.

It is the employee's responsibility to wear their nametag and/or uniform while on duty if one has been provided. Please remember uniforms, nametags, keys, and other SEASPAR property are and remain the property of SEASPAR and must be returned upon termination of employment. Employees will be held liable for the cost of replacing any damaged or lost SEASPAR property. Remember that uniforms, nametags, and other identifying items identify individuals as a SEASPAR employee while on duty.

## **6.8 Work Areas**

1. Work areas will be kept clean and orderly at all times.
2. Apparel such as boots, coats, and umbrellas will be stored in designated areas.
3. Prior to the end of the workday, equipment will be cleaned and stored. All items, papers, or information of value must be properly secured.
4. Non-work materials, such as posters, signs, pictures, and calendars are permitted to the extent they do not interfere with the performance of work and they do not violate SEASPAR's anti-harassment policy. The Executive Director is the final authority when deciding whether or not a non-work item is permissible.

## **6.9 Weapons Policy**

SEASPAR strictly prohibits weapons and/or concealed carry by employees at any SEASPAR facility, on any SEASPAR property, or at any SEASPAR-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, immediate supervisor, or supervisor.

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

## **6.10 Security and Keys**

In the interest of safety and protection of property, strict control over access to SEASPAR 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 SEASPAR 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 or keycards to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including dismissal. Keys or access codes may not be transferred from one employee to another without the prior written authorization from the Executive Director.

## **6.11 Violence in the Workplace**

SEASPAR strongly believes that all employees should be treated with dignity and respect. SEASPAR strictly prohibits acts or threats of violence by any employee or former

employee against any other employee in or about SEASPAR's facilities or elsewhere, at any time and will not be tolerated. SEASPAR will not condone any acts or threats of violence against SEASPAR's employees or patrons on SEASPAR's premises at any time, nor while they are engaged in business with or on behalf of SEASPAR, on or off SEASPAR's premises. Violations of this policy will result in disciplinary action, up to and including dismissal.

In keeping with the spirit and intent of this policy, and to ensure SEASPAR's objectives in this regard are attained, it is the commitment of SEASPAR:

- To provide a safe and healthful work environment;
- To take prompt remedial action, up to and including immediate dismissal, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with patrons, current or former employees, or visitors to SEASPAR's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto SEASPAR's premises, in accordance with the Illinois Firearm Concealed Carry Act.
- To establish viable security measures to ensure SEASPAR's facilities are safe and secure to the maximum extent possible, and to properly handle access to SEASPAR's facilities by the public, off-duty employees, and former employees.

All employees are responsible for maintaining a workplace that is free from threatening behavior and violence. Accordingly, each employee has a duty to report any threat, instance of harassment or offensive conduct, or violent acts observed or experienced at work. In addition, any employee who has a reasonable belief that a violent act may be committed on the worksite, or against an individual related to the business in any way, must promptly report that belief or suspicion to his or her immediate supervisor or the Executive Director. No employee, who in good faith, either makes a report or participates in an investigation under this policy, will experience retaliation of any kind.

Any employee who applies or obtains a protective or restraining order which lists SEASPAR's premises as being a protected area, should inform their immediate supervisor or the Executive Director. SEASPAR will require the employee to furnish a copy of the order.

SEASPAR will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate dismissal.

## **6.12 Political Activity**

SEASPAR 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 SEASPAR.

SEASPAR 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. 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 an employee is scheduled to work and is working for SEASPAR.

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

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

### **6.13 Solicitation, Distribution, and Use of Bulletin Boards**

Employees may not:

- Solicit other employees during working time.
- Distribute literature during working time.
- Distribute literature at any time in working areas.

#### **Definitions**

Solicitation includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, email systems, and intranets for any of the following purposes:

- Offering anything for sale.
- Asking for donations.
- Collecting funds or pledges.
- Seeking to promote, encourage, or discourage participation in or support for any organization, activity, or event, or membership in any organization.
- Distributing or delivering membership cards or applications for any organization.

Non-employees may not solicit employees or distribute written material on SEASPAR property.

Distribution includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written, or electronic matter.

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Working areas include areas controlled by the employer where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

#### **Bulletin Board**

SEASPAR's bulletin board is used to communicate official government information on equal employment opportunity, wage and hour, health and safety, and other issues. It is also used to communicate information regarding SEASPAR policy and its business and

announcements, including but not limited to, job postings, safety rules, health items, benefit programs, and notices regarding special events.

SEASPAR's bulletin board may not be used by employees or outside parties for the posting of commercial notes, advertisements, sales of personal property, or solicitations. Violation of this policy will be grounds for disciplinary action, up to and including dismissal.

#### **6.14 Gifts**

Employees must not solicit or accept any gift, gratuity, or other reward from any person, business, or entity that is doing business with SEASPAR or is attempting to secure business from SEASPAR. Further, employees must not solicit or accept, nor should they expect people who use our programs or facilities to give, gifts, gratuities or other rewards, or other remunerative devices or favors for performing their job, except as otherwise provided in this section.

If an employee is offered a gift as a result of their position as a SEASPAR employee, they must report it to the Executive Director. The Executive Director must report any offers or gifts made to the Executive Director to the President of the Board. 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 of nominal value. For purposes of this section, nominal value means \$10 or less; however, the employee must report such non-cash matters to their immediate supervisor.

Employees are directed to contact their immediate supervisor when in doubt about any provisions of this section. Immediate supervisors should contact the Executive Director and the Executive Director should contact the Board of Directors. This policy applies to all employees. Retention of any gift will be conditional upon the approval of the Executive Director after consultation with the appropriate personnel or Board of Directors. Failure to properly report a gift, gratuity, or other reward may subject the employee to disciplinary action, up to and including dismissal.

#### **6.15 Ethics and Conflict of Interest**

SEASPAR expects its employees to conduct business according to the highest ethical standards of conduct and in accordance with all Federal, State, and local laws and regulations. This includes avoiding all real and potential conflicts of interest. Employees are expected to devote their best efforts to the interests of SEASPAR. Business dealings that create or appear to create a conflict between the interests of SEASPAR and an employee are unacceptable. This policy is based on the most recently adopted and revised regulations of the State Official and Employee Ethics Act.

SEASPAR recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to its business. However, the employee must disclose any possible conflicts so that SEASPAR 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 which may result in a personal gain for the employee or an immediate family member (e.g., spouse or significant other, children, parents, siblings) as a result of SEASPAR's business dealings.

It is the responsibility of every SEASPAR employee to disclose any personal or financial interest in any person, firm, company, or any business entity doing business with SEASPAR. This information is required to determine whether any undue or special

influence may be involved in sales to or purchases from SEASPAR. 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 possibilities 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 or she should immediately contact the Executive Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that may 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 Director for details.

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

## **6.16 Smoking**

SEASPAR is committed to protecting the safety and welfare of its employees, patrons, and visitors.

SEASPAR strictly prohibits smoking of any kind in SEASPAR's facilities, SEASPAR's vehicles, or within fifteen (15) feet of any SEASPAR entrance, exit, window that opens, or ventilation intake that serves an enclosed area where smoking is prohibited. This policy specifically applies to the use of smokeless tobacco and/or herbal products, as well as e-cigarettes, vaporizers, and other electronic smoking devices.

Smoking is only allowed during authorized break times and in authorized areas. This policy applies equally to all employees, patrons, and visitors.

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

## **6.17 Confidentiality**

All employees must safeguard confidential information obtained because of working for SEASPAR. This information includes, but is not necessarily limited to

Access to confidential information should be on a "need to know" basis and must be authorized by a member of management. Unauthorized use or disclosure of any confidential information will cause irreparable harm to SEASPAR. SEASPAR may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek the assistance of management prior to disclosing such information.

Employees should use reasonable security measures with respect to confidential information, including but not limited to the following:

- Demographic information.
- Protected Health Information (PHI) as defined by HIPAA, which includes but is not limited to: names, all geographic subdivisions, all elements of dates (except year) for dates

directly related to an individual, telephone numbers, fax numbers, email addresses, social security numbers, certificate/license numbers, vehicle identifiers, device identifiers and serial numbers, web universal resource locators (URLs), Internet protocol (IP) address numbers, full face photographic images and any comparable images, and any other unique identifying number, characteristic, or code.

- Employee information (e.g., social security numbers, employment records, and disciplinary actions).
- Credit/debit card information.
- Computer programs, client and vendor proprietary information, source code, and proprietary technology.

Confidential information should not be disclosed to any third party except upon SEASPAR's prior approval:

- No copies should be made of any confidential information except to promote the purposes of the employee's work for SEASPAR;
- Employees should not use confidential information for their own benefit, nor for the benefit of any third party, without SEASPAR's prior approval.

### **Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing**

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. (2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## **6.18 Child Abuse Reporting Policy**

Due to the nature of our programs, SEASPAR staff members may in the course of their work discover or suspect child abuse because being in regular contact with participants, they are able to observe the effects of abuse or, as individuals who are trusted by participants, be told about the abuse by the affected minors themselves.

SEASPAR is committed to providing a safe and healthy environment for all participants. Observed or suspected child abuse will be taken seriously and dealt with in accordance with this policy and laws of the State of Illinois.

All SEASPAR staff are required to report or cause a report to be made to the Department of Children and Family Services (DCFS) whenever a staff member has reasonable cause to believe that a child may be an abused or neglected child. All reports of suspected child abuse or neglect shall be made immediately by telephone to the following number: 800.252.2873 (800.25ABUSE).

All SEASPAR staff shall be required to sign an Acknowledge of Mandated Reporter Status. SEASPAR shall make available appropriate training and resources on the Act's requirements to mandated reporters before they commence employment. Available training and resources include:

- Online training offered by DCFS.
- DCFS Manual of Mandated Reporters available on the DCFS website.

#### **6.19 Abuse and Neglect of Individuals Over 18 Years of Age Policy**

SEASPAR's Abuse and Neglect Policy requires employees to report when they have a reasonable cause to believe that any individual with a disability over the age of 18 years is the victim of abuse and/or neglect. Such reports should be made to the Office of Inspector General Hotline at 800.368.1463.

## **Section 7 Safety in the Workplace**

### **7.1 Introduction**

It is SEASPAR's intention to provide a safe environment for employees and the public who use our programs and facilities. 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.

### **7.2 General Safety Policy and Rules**

Safety while on the job is the responsibility of every SEASPAR employee. With proper precautions, most accidents on the job can be prevented. It is every employee's responsibility to know and comply with all health and safety policies, rules, and regulations, and to act in a safe manner. Carelessness, inattention, neglect, and disregard for safety rules cause accidents. Employees must at all times be careful, attentive, and follow safety procedures.

SEASPAR will not condone any breach of safety rules or regulations by employees. Employees are expected to:

- be alert for safety hazards which may exist and could affect the general public or SEASPAR employees;
- report any unsafe equipment or condition to their immediate supervisor immediately upon discovery of such condition;
- work together to achieve a safe and healthy working environment; and
- eliminate safety hazards and make certain to not create safety hazards.

It is the intent of SEASPAR to provide a safe working environment for employees and a safe leisure environment for the public using SEASPAR's programs and facilities. It is also the intent of SEASPAR to develop, implement, and administer a safety and comprehensive loss control program. The health and safety of all persons should be the first consideration in all assignments.

Employees are directed to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. Employees should use their best efforts to ensure that work is done in a safe manner, inspections are conducted on a regular basis, hazards are confronted and removed, and accidents are investigated as appropriate. SEASPAR is confident that with each employee's help, this program will be successful and SEASPAR expects every employee's cooperation and support. Accordingly, all employees shall adhere to the following list of rules.

1. Horseplay and fighting will not be tolerated in the workplace.
2. Possession of weapons, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace.

3. The immediate supervisor must be informed if an employee is required to take medication during work hours which may cause drowsiness, alter judgment, perception, or delayed reaction time. Written medical evidence stating the medication will not adversely affect your decision-making or physical ability may be required. Please refer to the Alcohol and Drug Abuse Policy (Section 1.18).
4. The immediate supervisor must be notified of any permanent or temporary impairment that reduces an employee's ability to perform in a safe manner or prevent or hinder the employee's performance of the essential functions of their position.
5. Personal protective equipment must be used when potential hazards cannot be eliminated.
6. Equipment is to be operated only by trained and authorized personnel.
7. Periodic inspections of workstations may be conducted to identify potential hazards and to ensure that equipment or vehicles are in safe operating condition.
8. Any potentially unsafe conditions or acts are to be reported immediately to the employee's immediate supervisor.
9. If there is any doubt about the safety of a work method, the employee's immediate supervisor should be consulted before beginning work.
10. All accidents, near misses, injuries, and property damage must be reported to an employee's immediate supervisor, regardless of the severity of the injury or damage.
11. Failure to report an accident or known hazardous condition may be cause for disciplinary action, up to and including dismissal.
12. All employees must follow recommended work procedures outlined for their job, department, and/or facility.
13. All employees are responsible for maintaining an orderly environment. All tools, supplies, and equipment must be stored in a designated place. Scrap and waste material are to be discarded in a designated refuse container.
14. Any smoke, fire, or unusual odors must be reported promptly to an employee's immediate supervisor.
15. If an employee creates a potential slip or trip hazard, the employee must correct the hazard immediately or mark the area clearly before leaving it unattended.
16. Safety and restraint belts must be fastened before operating any motorized vehicle.
17. Employees who operate vehicles must obey all driver safety instructions and comply with traffic signs, signals and markers, and all applicable laws.
18. Employees who are authorized to drive are responsible for having a valid driver's license for the class of vehicle they operate. Employees must report all driving infractions, revocation, or suspension of their driver's license to their immediate supervisor. Refer to SEASPAR's Driver Manual for drivers' responsibilities.
19. All employees must know departmental rules regarding accident reporting, evacuation routes, and fire department notification.
20. Departmental and facility rules and procedures specific to departmental operations must be followed by each employee in the department.
21. Employees must assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as required.

Refer to the Safety Accountability by Position in the SEASPAR Safety Manual.

### **7.3 Safety Committee**

SEASPAR's Safety Committee is intended to assist SEASPAR 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 department. The Safety Committee oversees safety inspections of SEASPAR 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 monthly, and visitors are encouraged to attend. Employees are encouraged to speak with their immediate supervisor if they would like to attend a meeting.

#### **7.4 Your Right-to-Understand**

##### **Working with Hazardous Substances**

SEASPAR is committed to protecting employees from 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 precautions SEASPAR does to keep employees safe. In addition, the Occupational Safety and Health Administration (OSHA) has issued a regulation that states that employees have a right to know what hazards they face on the job and how to protect against them. This is your **right-to-understand**.

OSHA's Hazard Communication Standard affects everyone in the workplace who comes into contact with hazardous materials.

#### **7.5 SEASPAR's Risk Management Agency (PDRMA)**

SEASPAR is a member of the Park District Risk Management Agency (PDRMA). PDRMA is an organization of Illinois public park and recreation agencies formed as a contractual organization under the Illinois Intergovernmental Cooperation Act to administer a program of self-funding and commercial insurance in the areas of property, liability, and workers' compensation. In addition, PDRMA provides support services such as claims and litigation administration and management, loss control services and training, legal services, risk management, and financial reporting services.

All employees are expected to cooperate fully with PDRMA staff.

#### **7.6 Crisis Management Plan**

SEASPAR has adopted a Crisis Management Plan to be used as a reference and for guidance in the event a crisis situation occurs. A crisis could be, among other things, an accidental drowning, a vehicular accident, or severe weather during an event. The plan provides guidelines for working with the public and media during a crisis, as well as, identifying and outlining responsibilities of a SEASPAR Crisis Team comprised of staff, Board of Directors members, attorneys, and representatives of PDRMA and SEASPAR's Employee Assistance Program.

#### **7.7 Risk Management Incentive Program**

SEASPAR adopted a Risk Management Incentive Program to recognize and reward the individuals who contribute toward SEASPAR's high standard of safety excellence. The program includes recognition and incentives for individuals and the staff who perform outstanding service or actions in the areas of safety, loss control and prevention, follow safety policies, take proper precautions, and minimize dangerous and costly liability claims.

When SEASPAR is awarded financial incentives for its loss control program, the total financial award will be divided equally among the full-time staff.



## **Section 8 Disciplinary Action**

### **8.1 Disciplinary Action**

All employees are expected to meet SEASPAR's standards of work performance, engage in acceptable conduct, and to satisfactorily perform their duties under the policies, guidelines, and rules contained in this Manual. In addition, employees are expected to follow any other SEASPAR policies, rules and guidelines, performance standards, the directions of their immediate supervisor(s), and to act in accordance with federal, state, and local law. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency, and general compliance with SEASPAR's policies and procedures.

If an employee does not meet these standards, SEASPAR may, under appropriate circumstances, take corrective action other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable timeframe within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as work performance, attendance problems, personal conduct, general compliance with SEASPAR's policies and procedures, and/or other disciplinary problems.

While SEASPAR hopes and expects the need for disciplinary action will be rare, when an employee's job performance, attitude, or conduct falls short of SEASPAR's established standards, SEASPAR will not hesitate to take appropriate action. Such actions will range from oral warnings to dismissal. This means employees may be given an increasingly severe penalty each time an offense is committed. This process of progressive discipline may include one or more of the following.

#### **Oral Warnings**

Oral warnings may be issued by an employee's immediate supervisor. Oral warnings are issued to notify employees of their improper conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn employees that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline, up to and including dismissal. The supervisor imposing the oral warning will discuss the warning with the employee and suggest how to correct the offending conduct. Documentation of an oral warning shall be placed in the employee's personnel file.

#### **Written Warnings**

Written warnings may be issued by the immediate supervisor. Written warnings consist of a conference with the employee and the supervisor imposing the warning. A written memorandum will be placed in the employee's personnel file notifying the employee of his or her improper conduct or poor work performance and/or attendance, and a warning to the employee stating repetition of the conduct or failure to improve may result in more severe discipline, up to and including dismissal.

#### **Suspension**

A suspension is defined as temporarily relieving an employee from duties without pay. The supervisor imposing the suspension will meet with the employee and give a written memorandum outlining the details of the suspension, including without limitation, the reasons for and duration of the suspension which will be placed in the employee's

personnel file. During this meeting, the employee will be given an opportunity to respond to the reason(s) for his or her suspension.

The duration of the suspension ranges from one (1) to thirty (30) days without pay and shall be determined in the sole discretion of the Executive Director.

The employee is required to sign the written notice of suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. The employee will also be given an opportunity to provide written comments on the notice. If the employee refuses to sign, another supervisor will be asked to witness the refusal. A copy of the notice will be placed in the employee's personnel file.

### **Dismissal**

A dismissal is a termination of employment initiated by SEASPAR. Employees may be dismissed for any lawful reason at any time. All SEASPAR employees serve at the will of SEASPAR. Under ordinary circumstances, the immediate supervisor or designee will meet with the employee, explain the reasons for dismissal, and offer the employee the opportunity to respond.

**Notwithstanding SEASPAR's option to use progressive discipline, SEASPAR is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with dismissal. The progressive disciplinary steps and SEASPAR's potential decision to decline to follow the steps in every situation do not in any way create a contractual right to continued employment.**

**Nothing in this section shall limit or restrict SEASPAR's right to dismiss an employee at any time, with or without cause or notice. As an at-will employee of SEASPAR, employees may terminate their employment at any time, with or without cause or notice and SEASPAR retains a similar right.**

## **Section 9 Separation of Employment**

### **9.1 Separation of Employment**

#### **Employment At-Will**

Employment with SEASPAR is on an at-will basis. This means that both employees and SEASPAR have the right to terminate employment at any time with or without cause or notice.

#### **Resignations**

SEASPAR requests that employees give their immediate supervisor sufficient notice of their intention to resign to enable SEASPAR to minimize hardship and to make proper provisions to fill the position. SEASPAR requests that an employee give written notice to their immediate supervisor at least ten (10) working days prior to the last workday. SEASPAR requests the Executive Director give written notice to the President of the Board of Directors at least twenty (20) working days prior to the last workday. If the employee fails to resign in good standing, he or she may not be eligible for rehire unless they demonstrate good cause for leaving early. Short-term or seasonal employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early. Employees will be terminated if they have not worked SEASPAR programs or events for 12 months.

#### **Retirement**

Employees wishing to retire should contact their immediate supervisor to ensure appropriate paperwork can be completed in a timely manner.

#### **Layoffs**

SEASPAR may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid off whenever there is a lack of work or funds, or a change in functions directly or indirectly creates a surplus of employees for the workload of SEASPAR. Although SEASPAR is under no obligation, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off.

#### **Return of SEASPAR Property**

Before officially separating from SEASPAR's employment for any reason, an employee must return all SEASPAR property, including without limitation, vehicles, keys, keycards, SEASPAR attire, equipment, and P-cards (credit cards).

#### **Upon Separation of Service**

Upon retirement, an employee's unused earned vacation leave will be paid to the employee at the final rate of pay as of the separation date.

#### **References**

Information provided by SEASPAR in response to requests for employment references will generally be limited to the start date, end date, job title, and job description. The employee should complete and deliver a written release to SEASPAR before additional information will be provided.

#### **Exit Interview**

When possible, the departing employee's immediate supervisor will conduct an exit interview prior to separating from SEASPAR. At this meeting, employee is required to

return all SEASPAR property not previously returned, such as nametags, keys, and all other SEASPAR property. Additionally, the employee should speak with their immediate supervisor regarding required completion of forms for insurance continuation, retirement plan information, and other separation-related matters.

**Receipt and Acknowledgment: SEASPAR Personnel Manual  
January 2024**

I hereby acknowledge receipt of the SEASPAR Personnel Manual and Appendices (the Manual). I understand it is my responsibility to read the Manual thoroughly and in its entirety. I understand that if there is any policy or provision in the Manual that I do not understand, I should seek clarification from my immediate supervisor or the Executive Director.

I understand that this Manual has been developed as a general reference guide for SEASPAR employees and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of this Manual is intended to create or shall create an employment contract, either express or implied, on the part of SEASPAR. I also understand that the policies, benefits, and rules contained in this Manual can be changed or discontinued by SEASPAR at any time, with or without advance notice. I understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with SEASPAR for benefits or for any other purpose.

I further understand that I am an at-will employee as provided in the Manual and as such, employment with SEASPAR is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of SEASPAR, other than the Executive Director with the Board's express approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I have received the Manual, and I understand it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it. I also understand it is my responsibility to promptly consult my immediate supervisor or the Executive Director to ensure I have a complete understanding of my obligations under the Manual. I further understand that violating any policy within this Manual or any other SEASPAR policy, rule, or guideline may subject me to disciplinary action, up to and including termination of employment.

Please print, date, and sign your name below, then return to the Business Manager. This will be placed in your personnel file.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Receipt and Acknowledgment: SEASPAR Whistleblower Policy and Procedures  
January 2024**

I acknowledge that I have received a copy of SEASPAR's Whistleblower Policy and Procedures (contained herein) and understand that it is my responsibility to read it, understand it, and comply with it. I have also received a copy of Section 4.1 of the Public Officer Prohibited Activities Act.

I understand that SEASPAR has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time (with or without notice). No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing by the Board.

I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized member of the Board, I am employed at will and this policy does not modify my at-will employment status. If I have a written employment agreement signed by the Board or am subject to a collective bargaining agreement and this policy conflicts with the terms of my employment agreement or collective bargaining agreement, I understand that the terms of my employment agreement will control.

Please print, date, and sign your name below, then return to the Business Manager. This will be placed in your personnel file.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**[www.dol.gov/whd](http://www.dol.gov/whd)**

U.S. Department of Labor | Wage and Hour Division





# PAID LEAVE FOR ALL WORKERS ACT NOTICE

Employers must provide employees with up to 40 hours of paid leave for any reason.

## Paid Leave

- **Workers:** Earn up to five (5) days per year of paid leave from work.
- **Use:** Workers can use paid leave for any reason of their choosing. Employers cannot require workers to provide a reason for their time off request. Employers may not require, as a condition of taking leave, that the employee search for a replacement worker.
- **Accrual:** Workers earn 1 hour of paid leave for every 40 hours they work.
- **Carryover:** Workers rollover all unused paid leave at the end of the year.
  - **Retaliation is prohibited:** Penalties may apply to employers that take adverse action against workers who exercise their rights under this law.



## Penalties

Workers may recover the amount they should have been paid for the leave, penalties, and other equitable relief.

## Filing a Complaint

A worker may file a complaint with the Illinois Department of Labor alleging a violation of this Act by filling out a complaint form at [labor.illinois.gov/paidleave](http://labor.illinois.gov/paidleave).

## Existing Policy and Exclusions

Certain exceptions may apply for employers who already provide their workers with paid leave. There are also certain categories of workers that are not covered by the law.

See QR code for more information on how to file a complaint and applicable exceptions to the law.



For a complete text of the laws, visit our website at:  
[www.labor.illinois.gov](http://www.labor.illinois.gov)

For more information or to file a Complaint, contact us at:  
[DOL.PaidLeave@illinois.gov](mailto:DOL.PaidLeave@illinois.gov)

**THIS NOTICE MUST BE DISPLAYED IN A CONSPICUOUS PLACE ON THE PREMISES OF THE EMPLOYER WHERE OTHER NOTICES ARE POSTED.**





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**Compiled Statutes**

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## Illinois Compiled Statutes

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### Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

(50 ILCS 105/4.1)

Sec. 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section;

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental

action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of local government does not have an "auditing official", the "auditing official" shall be a State's Attorney of the county in which the unit of local government is located within.

"Employee" means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under this Section.

"Improper governmental action" means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee's, elected official's, board member's, commission member's, or committee member's official duties to be subject to a claim of "improper governmental action". "Improper governmental action" does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance

evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate", "retaliation", or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this Section. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Section.

(Source: P.A. 101-652, eff. 7-1-21.)

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