Labor Agreement

Lake County Board

&

International Union of Operating Engineers
Local 150, Public Employees Division

For

Division of Transportation, Department of Public
Works and Facilities Operations

December 1, 2022, through November 30, 2026

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PREAMBLE

This Agreement is entered into by and between the County of Lake hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 150, Public Employees Department, hereinafter referred to as the "Union" for the employees in the Division of Transportation (DOT), Department of Public Works (Public Works) and Facilities Operations (Facilities).

The purpose of this Agreement is to provide for an orderly collective bargaining relationship between the Employer and the Union, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to provide for the prompt and equitable resolution of grievances.

All parties mutually agree that their objective is for the good and the welfare of the County and the Union' members alike. All parties further agree that it is in the interest of collective bargaining and harmonious relations that they will at all times abide by the terms and conditions hereinafter set forth and agreed upon. The County and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all conduct so as to merit the trust and confidence of the general public and fellow employees.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1
DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this Agreement:

A) "Employer" refers to the County of Lake.

B) "Employee" refers to all bargaining unit employees who work for the County and are in a classification covered by this Agreement, whether in an introductory, temporary, or regular, full-time, or part-time status in the Department of Transportation and Facilities and introductory or regular full-time in Public Works.

C) "Immediate Supervisor" shall be defined as an individual who has a supervisory title and is outside the Bargaining Unit.

D) "Introductory Employee" refers to any employee hired after the effective date of the Agreement who has been working for the County of Lake in a position covered by this Agreement for less than twelve consecutive months regardless of whether that employee is a new employee of the County of Lake or an employee who has been rehired after leaving employment with the County of Lake. All introductory employees hired after the effective date of this Agreement shall serve an introductory period of at least twelve consecutive months. The discipline, demotion, or discharge of an introductory employee shall not be a violation of this Agreement nor subject to the grievance procedure contained in Article 13.

E) "Temporary Employee" refers to any employee who has been hired on a seasonal or temporary basis and whose employment, at the time of hire, is intended to be of a limited duration or terminate at a specific date. See Supplementals for DOT and Facilities Operations

F) "Agreement" refers to this collective bargaining agreement and its provisions.

ARTICLE 2
NON-DISCRIMINATION

Section 1. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine or other pronoun as well.

Section 2. Non-Discrimination

Nothing in this Agreement is intended to abridge or abrogate any state, federal or local law or ordinance pertaining to discrimination. No bargaining unit employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, or on account of membership or non-membership in the Union. However, if such actions occur, they shall not be considered to be a violation of this Agreement and shall not be subject to the grievance procedure contained in Article 7. In such cases, the employee's sole remedy will be to bring a charge before the Illinois Labor Relations Board as provided under 5 ILCS 315/11 et. al.

ARTICLE 3
RECOGNITION

See Supplemental Agreements for Unit Descriptions.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Exclusive Rights.

Except as explicitly amended, changed or modified by this Agreement, the Employer retains and reserves, pursuant to Illinois Public Labor Relations Act, 5 ILCS 315 et al., the exclusive right to manage its operations; to determine its policies, budget and operations; to

set standards for services to be offered to the public; to set the manner in which it exercises its statutory functions and; to direct its working forces, including but not limited to:

A) The right to select new employees and the right to direct the employees, including the right to promote, demote, evaluate, allocate, transfer, and assign work and overtime.

B) The right to suspend without pay, demote, discharge, and take other disciplinary action against any non-introductory or non-temporary employee covered by this contract for just cause.

C) The right to relieve employees from duty when there is a lack of work, a pending investigation, a disciplinary action or for other legitimate reasons.

D) The right to determine and set an organizational structure and the work to be performed therein.

E) The right to establish, implement and maintain an effective internal control program including the establishment, promulgation, and enforcement of reasonable rules of conduct and regulations in the workplace.

F) The right to establish and change work schedules and assignments.

G) The right to introduce new methods of operation.

H) The right to eliminate, contract, relocate, or transfer work to maintain efficiency.

I) The right to direct employees in their tasks.

J) The right to require all bargaining unit employees in DOT to perform snowplow duty, including driving a snow plow.

K) The right to require all bargaining unit employees in DOT to maintain a commercial driver's license (CDL) Class B with air brake certification.

L) The right to require all bargaining unit employees in Public Works in a classification that requires a commercial driver's license (CDL) to maintain a commercial driver's license (CDL) Class A with air brakes and tanker endorsement.

Section 2. Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its

rights in furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 5
UNION RIGHTS

Section 1.

Union Stewards (up to two per bargaining unit) shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives at least two (2) weeks' prior written notice to the Director (or his designee) of such absence and the requested time off will not interfere with the efficient operation of the Department as determined by the Director (or his designee). The employee may utilize any accrued time off in lieu of the employee taking such leave without pay.

Section 2. Union Bulletin Boards

The Employer shall provide Union bulletin boards in the respective departments. The Boards or space shall be for the sole and exclusive use of the Union. Nothing inflammatory, defaming or encouraging action in violation of policies, procedures and/or this Agreement shall be posted.

Section 3. Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this Agreement.

The Steward or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward or his/her designees will ask for

and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

ARTICLE 6
DUES AND DEDUCTION

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions, along with a list of those employees from whom the deductions were made, monthly to the employee's respective Union at the address designated by that Union in accordance with the laws of the State of Illinois. Such authorization shall remain in effect unless withdrawn in writing thirty (30) days prior to the anniversary date of this Agreement.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Voluntary Deduction

Employees who are eligible for union membership and do not pay membership dues, may voluntarily elect to pay, a prescribed amount, determined by the union, that represents collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

Should the Illinois Public Labor Relations Act, or any other applicable law, be amended or enacted or should any board, agency, or court of competent jurisdiction, issue a ruling affecting those who elect not to join the union or voluntarily pay their fair share or the union's duty to represent them, the Employer and Union agree to notify one another and to begin negotiations to address the affected employees.

ARTICLE 7
WAGES

See Supplemental Agreements for Wages.

ARTICLE 8
HOURS OF WORK AND OVERTIME

See Supplemental Agreements for Hours of Work and Overtime.

ARTICLE 9
LAYOFF AND RECALL

Section 1. Definition and Notice

In the event it becomes necessary for the Employer to lay off a non-introductory employee, the Employer shall give the Union at least thirty (30) days' notice of the layoff except in emergency situations wherein such period of notice may be reduced.

See Supplemental Agreements for Layoff Procedures and Recall.

ARTICLE 10
SENIORITY

Section 1. Seniority Defined

There shall be two types of seniority. An employee's bargaining unit seniority shall be the period of the employee's most recent continuous regular employment with the Employer in a classification covered by this Agreement. An employee's County seniority shall be the period of the employee's most recent continuous regular employment with the County. There shall be separate lines of seniority in each department (DOT, Public Works, and Facilities).

Section 2. Breaks in Continuous Service

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the County within six (6) months of leaving County service, the employee shall receive continuous service credit for the prior period of employment.

Section 3. Seniority List

Once each year the Employer shall post a departmental seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

ARTICLE 11
VACANCIES/ POSTINGS

Whenever the Employer decides to fill a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted for

five working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

When filling a vacancy, the employer will choose the most qualified individual for the position and will promote current employees when appropriate to fill vacancies. In instances where the employer is deciding between two (2) or more employees who are felt to be of equal attitude, skill, ability and past performance, the employee with the longest period of continuous employment with the County will be promoted.

See Supplemental Agreement for Public Works.

ARTICLE 12
UNIFORMS

See Supplemental Agreement for Uniforms/Work Apparel.

ARTICLE 13
LEAVES OF ABSENCE

Leaves of Absence will be as provided in Section IV. LEAVES OF ABSENCE of the Lake County Employee Policies and Procedure Ordinance. For convenience only, current policies will be attached hereto as Appendix C behind the collective bargaining agreement and replacements will be furnished if current policies change.

The County and Union agree to waive the provisions of the Paid Leave for All Workers Act.

ARTICLE 14
INSURANCE

The Employer shall provide regular full-time bargaining unit employees health insurance and dental insurance through the Midwest Operating Engineers Local 150 Health

and Welfare Fund (" Fund Plan"). The Employer shall pay the entire cost of employee premiums.

New employees will be covered by the union's plan on the first day of the first month following their date of hire. The Employer will stop paying premiums on the last day of the month following the employee's date of termination.

During the term of this Agreement, the County's contribution to the Fund Plan for payment of insurance premiums shall be as follows:

Effective May 1, 2023 – April 30, 2024

Employee	$957
Employee Plus One	$1,911
Family	$2,916

Effective May 1, 2024 – April 30, 2025

Employee	$974
Employee Plus One	$1,948
Family	$2,971

Thereafter, there will be no more than a ten percent (10%) percent increase above the rates as stated above or on any subsequent May 1st of each year.

The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered.

Employees and their eligible dependents shall have COBRA rights to continue the Fund Plan upon a qualifying event as defined in federal and state statues. Employees and their dependents shall have the right to continue the Fund insurance coverage in retirement. Widows and eligible dependents of retired members shall have the right to continue the

Fund insurance coverage with the same benefit coverage and premium upon the member's demise, subject to the Fund's rules.

Bargaining unit employees shall not be eligible for the opt out program that compensates other bargaining and non-bargaining unit employees who choose not to join the County's Plan in favor of obtaining insurance through an external group plan.

The Union shall indemnify and hold the County harmless on account of any liability claim, suit, proceeding or dispute arising out: 1) of any withdrawal liability assessment, assessments, special assessments, government fine, premium increases, or any other claim or demand for payment to the Health and Welfare Fund beyond claims for the express premium payments set forth herein; 2) of any allegation that the County owes premium payments on behalf of non-employees, contract employees, joint employees, seasonal employees, or any employee not understood by the County or Union to be in the bargaining unit and covered by the health and dental insurance provisions set forth herein; 3) of any other allegations by the Health and Welfare Fund where the Fund's claims are dismissed or the final judgment awarded (excluding claims for attorneys' fees and liquidated damages) is less that the County's offer of judgment. This indemnification and hold harmless provisions applies as well to any claims for liquidated damages, punitive damages, interest, or attorneys' fees sought against the County in such actions, as well as the County's costs and attorneys' fees for the counsel of its choice utilized in defending such actions and enforcing the terms of this indemnification provision.

ARTICLE 15
PERSONNEL RECORDS

Personnel records will be released: (I) to employees who are requesting their own records; (2) to Union representatives if authorized by the employee; (3) as allowed under the Illinois Personnel Record Review Act; and (4) in response to a subpoena or court order or as otherwise required by law. Employees who wish to review their own personnel file, or who wish to have their Union representative review their file, must submit that request in writing on a form to be supplied by the Employer and directed to the Director (or his designee) or to the Director of Human Resources.

ARTICLE 16
DISCIPLINE

Section 1. Employee Discipline

The Employer shall not discipline or discharge any post-introductory or non-temporary employee without just cause as defined in Article 17. The Employer further agrees that disciplinary action shall be in a timely fashion.

Section 2. Corrective Discipline

The Employer agrees with the tenets of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense.

After twelve (12) months, discipline that is minor in nature, which resulted in a verbal or written reprimand, shall not be used when determining the action to be taken. After 24 months, discipline that is significant in nature, which resulted in a suspension of one (1) to five (5) days, shall not be used when determining the action to be taken. Major violations

of policies, procedures, and the bargaining agreement, which resulted in a suspension of more than 5 days, shall not expire and may be used at any time when determining the action to be taken.

Section 3. Right to Union Representation

Upon employee request, an employee shall have the right to representation by his Union at a meeting with management if the employee has reasonable grounds to believe that the meeting has become an investigatory interview that may lead to discipline.

ARTICLE 17
GRIEVANCE AND ARBITRATION

Section 1. Preamble

It is mutually desirable and hereby agreed that all grievances shall he handled in accordance with the following steps. For the purposes of this Agreement, a grievance is an alleged violation of the provisions of this Agreement. All of the time limits set forth below are of the essence. No Grievance shall be accepted or appealed unless submitted within the time limits set forth in Section 2. If the grievance is not timely submitted or appealed, it is waived and cannot be reinstated. Article 17 shall be the exclusive grievance procedure available for the resolution of employee grievances; an employee covered by this Agreement may not use the Lake County Grievance Procedure, contained in Ordinance 12.1 of the Lake County Personnel Policies and Procedures, for the resolution or adjudication of their grievances.

Section 2. Grievance Steps

STEP ONE: The employee, with or without their Union representative, will set forth his grievance in writing, on the form attached herewith in Appendix A and submit it in

person to the immediate non-bargaining unit supervisor (or his designee) within ten (10) calendar days after its occurrence, or within ten (10) days from the date that the employee should have reasonably known of its occurrence. In their grievance, the employee must state (1) all issue(s) being grieved and all relevant supporting facts; (2) the specific provisions of this Agreement in dispute and the relief sought and; (3) the date that the grievance arose and the date that the grievance was submitted to the immediate supervisor. The immediate non-bargaining unit supervisor (or his designee) shall then respond to the grievance within ten (10) calendar days after the submission of the grievance.

The employee will not be allowed to raise any issues or grievances at Steps Two, three, or four that were not raised in the employee's Step One grievance.

STEP TWO: If not resolved at Step One, the written grievance shall be presented by the Union to the Department Head (or his designee) within ten (10) calendar days following the receipt of the immediate non-bargaining unit supervisor’s (or his designee's) answer in Step One. The Department Head (or his designee) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the employee’s immediate non-bargaining unit supervisor (or his designee), and the employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Department Head (or his designee) shall then render a decision, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not resolved in Step Two, the grievance shall be submitted in writing to the Director of Human Resources (or his designee) within ten (10) calendar days from the receipt of the Step Two response from the Department Head (or his designee) or the failure of the Department Head (or his designee) to answer within ten (10)

calendar days as set forth in Step Two. A meeting may be held at a mutually agreeable time and place with the Director of Human Resources (or his designee) to discuss and try to resolve the grievance. If a grievance is settled as a result of that meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Director of Human Resources (or his designee) shall give the Union the Employer's answer within ten (10) calendar days from the date the Director of Human Resources (or his designee) received the Step Two grievance or, if applicable, within ten (10) days from the date of their meeting.

STEP FOUR: Arbitration

If the answer at Step Three is unsatisfactory and the grievance is subject to arbitration, the grievance may be submitted by the Union for binding arbitration within ten (10) calendar days after receipt of the Director of Human Resources' (or his designee's) answer at Step Three or the failure of the Director of Human Resources (or his designee) to answer within ten (10) calendar days as set forth in Step Three. Only the Union may submit a grievance for binding arbitration. The Union must serve by certified U.S. Mail both the Department Head and the Director of Human Resources for Lake County (or their designees) with written notice of intent to appeal a grievance to Step Four arbitration within ten (10) calendar days after receipt of the Director of Human Resources' (or his designee's) answer at Step Three or the failure of the Director of Human Resources (or his designee) to answer within ten (10) calendar days. The Union may serve notice via personal service if it can secure the written acknowledgment of receipt by both the Department Head and the Lake County Director of Human Resources (or their designees).

The parties shall attempt to agree on an arbitrator within fourteen (14) calendar days. The arbitrator shall be notified of the arbitrator's selection by a joint letter from the Employer and the Union, requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue that the parties agree will be subject the subject of arbitration.

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Director of Human Resources (or his designee) does not sign and submit said request to FMCS or return it to the Union fully signed within fourteen (14) calendar days after receipt by the Director's designee, the Union may file a request that is consistent with the provisions of this subsection with the FMCS but signed only by the Union with notice to the Director of Human Resources. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Director Human Resources (or his designee) and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within fourteen (14) calendar days of its receipt and request that a new panel be submitted. The Director of Human Resources and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and the Director's representatives.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator prior to the start of the hearing.

The Employer or the respective Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents if deemed relevant by the arbitrator. Each party shall bear the expense of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If either party uses the services of an expert witness such cost shall be borne by that party.

Section 3. Time Limits

A) Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not submitted within the designated time limits listed in Section 2 will be treated as a withdrawn grievance.

B) The time limits at any step or for Step Four arbitration may be extended in writing by mutual agreement of the parties involved at that particular step.

C) The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except there will be no automatic advancement to Step Four.

ARTICLE 18
NO STRIKE, NO LOCKOUT

Section 1. No Strike, No Lockout

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. The Employer agrees that, during the term of this Agreement, it will not lockout any of its bargaining unit employees.

Section 2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union shall immediately disavow such action and request any employee covered by this Agreement to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers

Any employee covered by this Agreement who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. If an employee is suspended, discharged, or demoted for participating in actions prohibited by Section 1 above, the employee may not grieve or arbitrate whether there was just cause for the discipline imposed by the Employer.

Grievances involving suspension, demotion or discharge that arise pursuant to Section 1 above may proceed to Step 4, Arbitration, but only to address the sole issue of whether the employee's actions violated Section 1 above.

ARTICLE 19
SAFETY AND HEALTH

Section 1. Safety and Health Program

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their non-bargaining unit supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. The Employer will create a Safety and Health Program that will serve to protect employees from occupational safety and health hazards through the development of systematic policies, procedures, and practices. The program will seek to identify, evaluate,

and reduce general workplace hazards, specific job hazards and potential hazards that may arise from work activities. Specific programs may include but not be limited to personal protective equipment, blood borne pathogens, hazard communication, electrical safety, and confined space entry.

ARTICLE 20
AUTHORITY OF CONTRACT

Section 1. Prevailing Rights

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and non-qualified, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' agreement in writing.

ARTICLE 21
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should he rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any

existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 22
LABOR-MANAGEMENT MEETINGS

Section 1. Labor-Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

(A) Discussion of the implementation and general administration of this Agreement.

(B) A sharing of general information of interest to the parties.

(C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 2. Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining

unit employees. Grievances and arbitrations and individual employee conflicts shall not be discussed at such meetings.

See Supplemental DOT Agreement to address composition of Labor Management Committee.

ARTICLE 23
DRUG AND ALCOHOL POLICY

For those employees who operate a vehicle requiring a commercial driver's license, the parties mutually agree to be bound by and to incorporate into this Agreement as Appendix B. All other employees shall be subject to testing in accordance with Appendix A, the drug and alcohol policy for non-CDL drivers.

ARTICLE 24
CONTRACTING

See DOT and Public Works Supplemental Agreements.

ARTICLE 25
SHARED SERVICES

See DOT and Public Works Supplemental Agreements.

ARTICLE 26
EMPLOYEE TRAINING AND EDUCATION

See Public Works Supplemental Agreement.

ARTICLE 27
TERMINATION

This agreement shall be effective upon execution and shall remain in full force and effect until November 30, 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing by April 1, 2026, that it desires to

modify this Agreement. In the event that such notice is given, negotiations shall begin no later than June 1, 2026, . This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of ____, 2025 in Lake County.

FOR THE EMPLOYER	FOR THE UNION
___________________________ Sandra Hart Lake County Board Chair	___________________________ James Sweeney President/Business Manager
___________________________ Anthony Vega Lake County Clerk	___________________________ Deanna M. Distasio

APPENDIX A

NON-CDL DRUG AND ALCOHOL POLICY

Lake County is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. We recognize that alcohol and drug abuse pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug free environment. Employees and applicants will be informed of this policy and the testing requirements.

Employees are expected and required to report to work on time and in appropriate mental and physical conditions for work. It is the County's intent and obligation to provide an alcohol and drug-free, healthy, safe and secure work environment.

No employee may manufacture, distribute, dispense, possess, be under the influence (i.e. test over the limits established by Substance Abuse and Mental Health Services Administration (SAMHSA) or be impaired by alcohol, marijuana / cannabis, illegal drugs or a controlled substance while on County premises or while conducting County business off County premises. This includes medical cannabis as defined by the Illinois Compassionate Use of Medical Cannabis Pilot Program.

Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medications legally prescribed by a licensed physician. However, it is the employee's duty to discuss with the prescribing physician any adverse effects which that medication may have on the ability to safely perform job functions while on duty or on call and to inform their supervisor and the Director of Human Resources of those adverse effects. The disclosure is only related to on-the-job prescription drug use and use that would render the employee in violation of the policy while on duty or on call.

If a prescribing physician advises an employee to refrain from making business decisions or driving, operating other equipment or restricts some other major life functions due to the effects of the prescription, then the employee must obtain that restriction in writing and provide it to their supervisor and the Director of Human Resources. The Director of Human Resources will investigate, including requiring further information from the employee's physician or a physician selected by the County), whether it is necessary to impose any restriction on employment as a result of the employee's use of the prescription. If it is determined that the legally prescribed medication may affect or interfere with the safety and effectiveness of job performance, then the County may remove the employee from the position without pay until such time the prescription medication

is discontinued or dosage reduced to a level that does not interfere with job performance. Upon notification of a reduction in dosage, and information from a physician about the impact on the employee's job performance, the Director of Human Resources will re-evaluate the restriction and render a new determination.

Drug and Alcohol Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable.

All drug testing will be conducted by an outside vendor and information will be maintained by that vendor in separate confidential records. Positive test information will be kept in the employee's medical file.

Each employee, as a condition of employment, will be required to participate in the following types of testing: (1) pre-employment, (2) post-accident, and (3) reasonable suspicion testing upon request of management, including testing upon the manifestation of specific, articulable symptoms and/or other information that indicate(s) that an employee is using or has used drugs or alcohol in violation of this policy.

Testing for the presence of alcohol will be conducted by the analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine. Any employee who tests positive, after the specimen is reviewed by a Medical Review Officer, will be immediately removed from duty.

An employee who fails to cooperate in or delay the testing process in such a way that prevents the timely completion of the testing, including but not limited to if they refuse the screening, adulterates or dilutes the specimen, substitutes the specimen with that from another person, sends an imposter to provide a specimen, or does not sign the required forms will be subject to discipline up to and including termination of employment.

Post-Accident Testing

As outlined above, employees are subject to post-accident drug and alcohol testing. For post-accident testing, an employee who fails to notify their supervisor and/or leave the scene of an accident absent circumstances beyond their control, prior to submission to drug and alcohol testing, will also be considered to have refused to cooperate in the testing process.

Discipline and Remedies

Violations of this policy will result in disciplinary action, up to and including termination, and may have other legal consequences. In the case of an applicant, if they violate the drug free workplace policy, an offer of employment will be withdrawn.

The County recognizes drug and alcohol dependency as an illness and a major health problem. The County also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Program (EAP) and health insurance plans, as appropriate. However, the ultimate financial responsibility for recommended treatment belongs to the employee. Requests for assistance after the employee has violated this rule will not shield an employee from potential disciplinary action. However, conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the County policy and report any conviction under a criminal drug statute for violations occurring on or off County premises while conducting County business. A report of a conviction must be made within five (5) days after the conviction (This requirement is mandated by the Drug-Free Workplace Act of 1988 and includes reporting the conviction to the federal government).

APPENDIX B

DRUG AND ALCOHOL POLICY

Policy Purpose

The County and the Union(s) recognize an obligation on the part of the employer to comply with The Omnibus Transportation Employee Testing Act of 1991 requiring drug and alcohol testing of safety-sensitive employees in aviation, motor carrier, railroad, and mass transit industries. The Federal Highway Administration (FHWA) has issued rules and regulations requiring drug and alcohol testing under circumstances by employers of their employees holding a commercial driver's license (CDL). The County and the Union(s) therefore agree that the employer may take all steps necessary to ensure compliance with the rules and regulations promulgated by the federal government and the drug and alcohol testing provisions of the Omnibus Transportation Employee Testing Act of 1991, including any amendments or new rules and regulations and interpretations that are in force during the term of this Agreement.

I. EMPLOYEE RESPONSIBILITY

All job classifications covered by this Agreement require a CDL. Consequently, all employees are required to maintain a valid CDL as a condition of continuing employment.

A. The employee shall provide a copy of his current CDL upon request.

B. Employees must notify their immediate supervisor (outside the bargaining unit) of any restriction, suspension, revocation, expiration or cancellation of their driving privileges. Such notification must be made at the start of the first workday following the day that the employee was notified of or became aware of the loss or restriction of his driving privileges. If an employee fails to give that notice or fails to give notice in a timely manner,

he will be subject to immediate disciplinary action up to and including termination from employment in accordance with the collective bargaining agreement.

C. Employees are strictly prohibited from operating any County commercial motor vehicle without a valid CDL. Employees who operate a County commercial motor vehicle without a valid CDL will be subject to immediate disciplinary action up to and including termination from employment in accordance with the collective bargaining agreement.

II. COMMERCIAL MOTOR VEHICLES

A commercial motor vehicle is defined as:

A. a vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.

B. a vehicle with a gross vehicle weight of at least 26,001 pounds.

C. a vehicle designed to transport 16 or more passengers, including the driver; or

D. a vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

III. SAFETY-SENSITIVE FUNCTIONS

A safety sensitive function means all time from the time an employee begins to work or is required to be in readiness to work until the time he is relieved from work and all responsibility for performing work.

IV. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not perform a safety-sensitive function if he has engaged in any form of the following prohibited alcohol-related conduct:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty.
3. Having a prohibited breath alcohol concentration of .04 or greater when reporting for duty or while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after the breath-alcohol test has been administered (including any required confirmation test(s)), whichever comes first.
6. Refusing to submit to a required alcohol test, including a refusal to provide or to submit to an evidential breath testing. However, an employee will not be disciplined for refusing to submit to a required alcohol test if the County physician determines that the employee was unable to provide an adequate amount of breath in accordance with 49 CFR § 40.69(d)(2)(i).

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if he has engaged in any form of the following prohibited drug-related conduct:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform safety-sensitive functions:

a. Marijuana (THC metabolite)

b. Cocaine

c. Opiates (morphine and codeine)

d. Phencyclidine (PCP)

e. Amphetamines

2. Being in possession of any unauthorized (i.e., not prescribed) controlled substance.

3. Reporting for duty or performing a safety sensitive function while under the influence or impaired from any prescribed drug or controlled substance usage.

4. Refusing to submit to a required controlled substances test, including the refusal to provide a urine specimen. However, an employee will not be disciplined for refusing to submit to a required drug test if the County physician determines that the employee was unable to provide an adequate amount of urine in accordance with 49 CFR § 40.25(f)(10)(iv)(B)(l).

5. Tampering with or substitution of a urine specimen required for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must ask his treating physician whether the controlled substance could adversely affect his ability to perform safety-sensitive functions, including operating a commercial motor vehicle.

2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee must notify his immediate supervisor (outside bargaining unit) and may not report to work or remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave. The County reserves the right, at its own cost, to have a county physician verify the necessity of the employee's leave or any restriction on his ability to perform safety-sensitive functions.

The failure to comply with the above reporting requirements may constitute cause for discharge in accordance with the collective bargaining agreement.

V. CATEGORIES OF DRUG AND ALCOHOL TESTING

A. Post-Accident Drug and Alcohol Testing of Employees

1. Conducted when an employee is involved in an accident in a County commercial motor vehicle, and:

   a. The accident involved the loss of life; or a reasonable determination of potential loss of life as determined by the employer using the best information available at the time of the decision, or

   b. The employee was issued a citation for a moving traffic violation arising from the accident.

2. Post-Accident Alcohol Testing of Employees

   a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

b. If testing is not administered within two (2) hours of the accident, the County must prepare and maintain a record stating the reason the test was not promptly administered.

c. If testing is not administered within eight (8) hours of the accident, the County shall cease attempts to administer an alcohol test.

d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test has been administered.

3. Post-Accident Drug Testing of Employees

a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the County shall cease attempts to administer a drug test.

b. If testing is not administered within thirty-two (32) hours of the accident, the County must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Drug and Alcohol Testing of Employees

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

a. Employees are subject to unannounced random drug and alcohol testing during all periods onduty.

b. The County will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency of Testing

a. The County shall conduct random drug testing on at least fifty percent (50 %) of the average number of employees required to have a CDL in the year 2024. For succeeding years, the minimum annual percentage rate shall be determined by the rate set by the FHWA/FMCSA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

b. The County shall conduct random alcohol testing on at least ten percent (10%) but no more than twenty percent (20%) of the average number of employees in the year 2024. For succeeding years, the minimum annual percentage rate shall be determined by the rate set by the FHWA/FMCSA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305).

3. Selection of Employees

a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each employee who is required to have a CDL has an equal chance of being selected.

b. Should disputes arise regarding the random selection process, the Human Resources Representative or other person responsible for administering the drug and alcohol policy for

the County shall meet with a representative of the affected employee's respective union and explain the methodology used.

c. Employees will be included in the entire random testing pool of County employees holding CDL's.

C. Reasonable Suspicion Drug and Alcohol Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.
2. The supervisor(s) must complete a Reasonable Suspicion Observation Form for any drug tests within twenty-four (24) hours of the observed behavior or before the result of the controlled substance test is released, whatever is earlier.
3. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

4. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so, requested by the employee.

VI. DRUG AND ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Procedures

1. There are three categories of test results:

1) Blood Alcohol Concentration (BAC) below 0.02 equals a negative result.

2) BAC between 0.02 and less than 0.04 requires the employee to stand down for 24 hours.

3) BAC equal to or greater than 0.04 equals a positive result.

a. Federal rules and regulations require breath testing to be done on Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A screening test is conducted first. Any result less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.

B. Drug Testing Procedures:

1. In conformity with Federal rules and regulations, drug testing is conducted by analyzing a CDL employee's urine specimen. The Analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:

a. Marijuana (THC metabolite)

b. Cocaine

c. Opiates (morphine and codeine)

d. Phencyclidine (PCP)

e. Amphetamines

The testing is a two-stage process. First a screening test is conducted. If it is positive for one or more of the drugs listed above, then a confirmation test is conducted for each identified drug. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.

a. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-- prescription medication in conformity with the manufacturer's specified dosage, a positive test result consistent with the ingredients of such medication will not constitute cause for discipline for engaging in prohibited drug-related conduct. The County may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

Regardless of the above paragraph, an employee may still be subject to discipline, up to an including termination from employment in accordance with the collective bargaining agreement, if they fail to comply with the "Reporting

Requirements for Prescribed Controlled Substances" contained under Section IV.

C. Medical Review Officer (MRO)

The Medical Review Officer will be a licensed physician designated by the County as the person responsible for receiving laboratory results generated by the County's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his medical history and any other relevant biomedical information.

D. Substance Abuse Professional (SAP)

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

VII. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and less than 0.04.

An employee with a confirmed breath alcohol concentration result between 0.02 and less than 0.04 must undergo a second confirmation test. If the second test result is between 0.02 and less than 0.04, the employee shall be removed from duty without pay for twenty-four (24) hours and may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

B. Confirmed Breath Alcohol Test Result of 0.04 or greater or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration test result of 0.04 or more, or who has otherwise violated the rules on prohibited alcohol-related conduct shall be immediately removed from duty. Since engaging in prohibited alcohol-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

2. Under no circumstances may an employee return to duty until he:

   a. Is evaluated by a Substance Abuse Professional (SAP); and

   b. Complies with and completes any treatment program recommended by the SAP; and

   c. Completes the return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.

4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the rules on prohibited drug-related conduct set forth above, shall be immediately removed from duty. Since engaging in prohibited drug-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

2. Under no circumstances may an employee return to duty until he:

   a. Is evaluated by a Substance Abuse Professional (SAP); and

   b. Complies with and completes any treatment program recommended by the SAP; and

   c. Completes the return to duty testing requirements.

3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.

4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

D. Refusal to Take a Drug or Alcohol Test

1. Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be

immediately removed from duty. The employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

E. In addition to the above, the County will report to the CDL Clearinghouse any actual knowledge of a CDL driver's drug or alcohol violation, which includes positive drug tests, refusals to take test or any other violations observed directly or reported by a previous employer within thee (3) days of obtaining such information.

VIII. CONFIDENTIALITY OF DRUG AND ALCOHOL TEST RESULTS

Drug and alcohol test results will be treated in a confidential manner. An employee's supervisor may be informed on a need-to-know basis of the results of such tests.

Employees who wish to review their own drug and alcohol test results must submit that request in writing to the Director of Human Resources.

IX. VOLUNTARY REQUESTS FOR ASSISTANCE

Employees should contact Human Resources regarding the Employee Assistance Program.

APPENDIX C

County Leave Policies

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Leaves of Absence

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Section 4.1 Paid Holidays

Effective Date: Original
Revision Date: February 9,1999, October 11, 2011, December 10, 2019, **October 12, 2021**

Policy

(1) The following days are authorized holidays granted by the County:

FIXED HOLIDAYS	
New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday of January
Memorial Day	Last Monday of May
Juneteenth	**June 19th**
Independence Day	July 4th
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

FLOATING HOLIDAYS	
Lincoln's Birthday	February 12th
Floating Holiday	Friday before Easter
Columbus Day	Second Monday in October
Veterans Day	November 11th

(2) When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday. When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

In departments which have twenty-four (24) hour per day operation, a holiday shall be observed from midnight to midnight of the calendar date of the holiday. If more than half of the hours worked on any work shift period falls on the holiday, the complete work period shall be considered as time worked on the holiday. If less than half of the hours worked falls on the holiday, the complete work period shall be considered as a normal workday.

(3) Employees who observe a religious holiday on days which do not fall on Sunday, or a legal holiday should use compensatory time accumulated, general leave, unused floating holidays, or personal leave for such time. However, if the employee does not have compensatory time or general leave accumulated, such religious holidays may be taken without pay, with approval of the Department Head and the Director of Human Resources.

(4) To be eligible for holiday pay, an employee must have been employed for fifteen (15) calendar days prior to the holiday. An employee must have worked or have been paid authorized leave on the workday before and after the paid holiday. An employee must be on the payroll on the workday immediately preceding and, on the workday, immediately

following a holiday to be eligible for that holiday. On the payroll means employed by the County and not on a leave of absence without pay.

(5) Regular part-time employees shall be compensated for holidays, according to hours of work that are normally scheduled for that workday. The holiday must fall on a day normally scheduled on a workday for regular part-time employees to be eligible for compensation.

(6) Holiday compensation shall be paid to the employee at their regular rate for the hours worked during a fixed holiday by one of the following methods:
a. An alternate day off during the pay period in which the holiday occurs.
b. Compensatory time off at straight rate of pay for the hours worked.
c. Cash payment for the holiday at straight pay.

(7) If an employee is required to work hours beyond their normal scheduled workday during an established workweek in which the employee received holiday pay, they shall be compensated for the additional hours in accordance with Policy 3-5, Part 5.

(8) When a holiday falls withing a period of paid leave, (i.e., sick leave, general leave, etc.) the holiday shall not be counted as a workday in computing the amount of leave time deducted.

(9) Employees assigned or volunteering to work such days as authorized by their Department Heads may take another day off withing the calendar year.

(10) Employees will be allowed to carry over a total of 3 holidays (combined Floaters/Paid Holidays) into the next year, with the limitation that the time carried over must be used by the end of the first quarter (March 31st) of the new year, or it will be lost.

Purpose

(1) The purpose of this policy is to standardize holiday scheduling and compensation. This policy should be equitably applied to all County employees.

(2) Floating holidays are intended to expand public access to County services while providing a benefit to County employees. This benefit is lost however, if the scheduling of alternate days off is too stringent. The employee should be allowed some flexibility in taking these days off as long as it does not disrupt the work requirements of the department.

Procedure
Holiday time shall be posted no later than the pay period following the time in which the holiday leave was taken to the employee’s time card.

4.2 Vacation Time

Revision Date: May 11, 2004
Revision Date: May 10, 2016

Policy

(1) Accrual Rates

a. Regular full-time employees accrue vacation time the first two pay periods of the month at the following rates (according to years of active and continuous service). Employees begin accruing at the new rate on their six and thirteen-year anniversary date.

0-5 years of service:	2 weeks per year
6-12 years of service:	3 weeks per year
13 years of service and up	4 weeks per year

b. The County Administrator may, at their discretion, recognize non-County years of service for the purpose of computing vacation and offer up to three weeks' accrual per year of vacation time to senior manager level employees (grade K/M 9 or higher) when necessary to recruit or retain the best qualified candidate for a County position.

c. Regular part-time employees who are scheduled to work twenty or more hours per week shall accrue vacation time on the first two pay periods of the month in accordance with the following table. This provision also applies to employees who share a regular full-time position.

0-5 years of service:	1 week per-year based on weekly scheduled hours
6-12 years of service:	2 weeks per-year based on weekly scheduled hours
13+ years of service:	3 weeks per-year based on weekly scheduled hours

d. New employees become eligible to use accrued vacation time upon satisfactory completion of their introductory period.

e. Temporary employees, whether full-time or part-time do not accrue vacation time.

f. Employees will not accrue vacation time while they are on an unpaid leave (including but not limited to unpaid FMLA leave, extended medical leave, or personal leave of absence) or when they are receiving IMRF disability payments.

g. Break in service: Employees who leave their employment with Lake County in good standing, and are re-hired within six months may have their accrual rate reinstated.

(2) Employees must submit their request for vacation time according to their departmental procedure.

(3) Vacation days cannot be used on fixed holidays.

(4) Employees are not permitted to carry vacation time balances in excess of 330 hours.

(5) Employees who are eligible to use vacation time may take such time in increments of no less than one-quarter (1/4) hour.

(6) Transfers: An employee who transfers from one County department to another shall retain vacation time accrued and remain in continuous service for purposes of accruing vacation time.

(7) After the successful completion of the new hire, introductory period, all accumulated vacation time will be paid on the final pay check, up to a maximum of 330 hours.

4.3 Military Leave

Effective Date: Original
Revision Date: November 14, 2000
Revision Date: *May 11, 2021*

POLICY
It is the policy of Lake County to comply with all applicable Federal and State laws in granting Military Leave to employees who voluntarily or involuntarily serve in the Armed Services of the United States or State of Illinois in either an active or reserve capacity. When such service occurs, Lake County will comply with applicable law and the conditions of the federal (38 U.S.C. 4301), "United States Employment and Reemployment Rights Act" (USERRA) and the State of Illinois (330 ILCS 61), "Service Member Employment and Reemployment Rights Act" (ISERRA).

Leave of Absence
To the extent authorized by law, and provided an employee provides notice to Lake County, an employee who serves in the United States Armed Services, including the Illinois National Guard will be granted a leave of absence for any period actively spent in military service.

Employee Notice
The employee must immediately notify his or her Department Director in writing of any upcoming military duty and provide Human Resources with a copy of the orders and any other documentation requested in order to facilitate the administration of benefits and compensation. After appropriate documents are received, a representative from Human Resources will schedule a meeting with the employee to discuss entitlements and leave of absence.

Compensation
An employee on military leave will be eligible for continuing base or differential pay as authorized by law:

- Employees who are members of a reserve component shall continue to receive full Lake County compensation for their annual training commitment for up to 30 days per calendar year. Employees who exhaust their compensation for annual training may be eligible for differential compensation.
- An employee who is a member of a reserve component and performs qualifying voluntary active service is eligible for up to 60 work days of differential compensation in a calendar year.
- An employee who is a member of a reserve component and is ordered to perform involuntary active service is eligible to receive additional differential compensation.

- Differential compensation is only paid for those work days where the employee would otherwise have been scheduled to work as a Lake County employee. Work hours extending over two calendar days counts as two work days when calculating differential compensation.

An employee may elect the use of accrued vacation or similar leave with pay in lieu of differential compensation during any period of military leave or during any period of paid or unpaid military leave. Vacation leave and sick leave, however, will not be accrued during a military leave of absence.

Reinstatement

Employees who have been on military leave for up to 5 years are eligible for reinstatement if the employee was not separated from uniformed service with a disqualifying discharge and is able to still perform the essential job functions of the former position. Barring changed circumstances, employees will be reinstated to the same or similar position without loss of seniority, benefits, or the rate of pay in effect prior to induction. During a military leave of absence, an employee will receive a performance evaluation in the manner provided by law.

Length of Service	Deadline for Applying for Re-Employment
Less than 31 days or to take an exam to determine fitness for military service	Upon returning from military service, employees must return to work on the next regularly scheduled work period.
Between 31 and 180 days	Employees will have **14 days** following their return from service to apply for reemployment
More than 181 days (up to 5 years)	Employees have **90 days** following their return from service to apply for reemployment

Health Insurance

Lake County provided health insurance plan benefits will be provided for members of a reserve component during leave in accordance with federal and state law, except that Lake County will continue to pay its share of the insurance premium and administrative costs during the employee's "active duty" (as defined by Illinois law).

Illinois Municipal Retirement Fund

Employees can earn IMRF service credit for the months of the leave period if they pay their member contributions after returning from the leave. An employee's specific circumstances while on active duty will determine their rights to IMRF service credit. However, the eligibility for IMRF service credit is determined by IMRF and not the County and is subject to such requirements as IMRF may determine.

4.4 Jury Duty or Required Attendance in Court

Effective Date: Original

Policy

(1) Upon notice to the Department Head, regular full-time or part-time employees shall be permitted authorized absence from duty for appearance in Court because of jury service in obedience to subpoena or by direction of proper authority.

(2) Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through his/her Department Head all fees received except those specifically for mileage and expenses within fifteen (15) days after receipt.

(3) Attendance in court in connection with an employee's usual official duties or in connection with a case in which Lake County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy.

(4) Said absence from duty will be without pay when an employee appears in private litigation to which Lake County is not a party.

Procedure

A full accounting of the money received from the employee by the Treasurer will be made. A copy will be given to the employee for tax purposes.

4.5 Sick Leave

Revision Date: March 9, 2004
Revision Date: May 10, 2016

Policy
Sick leave enables eligible employees to accrue time to be used in the event of illness or injury. Employees may use their accrued sick leave for their own health condition or to care for an immediate family member (as defined under the FMLA policy) who requires the employee's care and attention. Sick leave may also be used for time missed due to medical appointments if the employee receives prior approval from their department and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operations. Sick leave may not be used as a substitute for vacation and personal time or for hours that the employee was not scheduled to work.

Employees start to accrue sick leave after one full calendar month of employment with the County.

Rates of Accrual:
Full and Part-time regular employees accrue sick leave the first two pay periods of the month. Temporary employees are not eligible for sick leave.

Eligible full-time regular employees accrue one (1) sick day for each month worked.

Part-time regular employees who are scheduled to work 20 hours or more per week will accrue sick leave on a pro-rated basis equal to the number of hours the employee is scheduled to work in a standard work week divided by five. This provision also applies to employees who share a full-time regular position.

Employees will not accrue sick leave while they are on an unpaid leave, including but not limited to: unpaid FMLA leave, extended medical leave, personal leave or when they are receiving IMRF/SLEP disability payments.

Procedure

(1) Employees must follow departmental procedures when requesting sick time. If requesting sick time in advance for appointments, departments may deny a request if it interferes with the efficient and effective operation of their department or the County. Failure to comply with the department's policy or procedure may result in the denial of sick leave benefits and/or disciplinary action. Employees who fail to comply with notification requirements may be considered absent without approved leave. Upon request, the employee may be required to submit a physician's statement to verify the appointment. Failure to provide requested documentation may result in disciplinary action.

(2) If an employee misses more than three (3) consecutive calendar days from work due to an illness or injury that appears to qualify as a serious health condition, the County may

place the employee on a designated FMLA leave and require the employee to comply with the requirements of the County's FMLA policy (see the FMLA policy for further details).

(3) If an employee has received work restrictions from a physician, the employee must communicate those restrictions and receive approval from their manager before the employee returns to work.

(4) A Department Head or designee may direct an employee who appears ill or injured to leave work in order to protect the health and safety of the employee and others. If the employee does not have benefit time available to cover such an absence, the absence may be unpaid.

(5) An employee may be disciplined and/or denied the use of paid benefit time if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day after or a combination thereof) or any other pattern of excess use of sick leave.

(6) Sick leave hours taken will not be considered hours worked and will be excluded when computing eligibility for overtime for the workweek in which it is taken.

(7) Unused sick leave will be accumulated in the employee's sick leave bank and the balance may be carried forward for use in subsequent years There is no restriction on the amount of sick leave that employees may carry in their sick bank.

Sick Leave Payout at Termination of Employment
Employees who leave County employment and have at least thirty unused sick leave days in their sick bank on the last day of employment may receive payout at fifty percent value for all unused sick leave accumulated up to a maximum of sixty days.

Employees should consult IMRF directly for the most current information regarding IMRF policies on this matter.

4.6 Voting Time

Effective Date: Original

Policy

In accordance with Illinois State Statutes, employees may have two (2) hours off without pay to vote in primary, special election or elections at which propositions are submitted to popular vote. Application must be made the day before and the Department Head may specify hours during which employees may be absent. Employees may use the general leave time, compensatory time off, floating holiday time or personal leave time.

4.7 Personal Leave

Effective Date: Original
Revision Date: March 9, 2004

Policy

Personal leave for up to three (3) days is granted to every full-time County employee so that employees may receive paid time off to transact personal business.

Procedure

(1) Personal leave is time granted for discretionary purposes to every full-time County employee for three (3) days of each calendar year if he is on County payroll on the first day of the year. Employees not on the payroll on January 1st, but who go on the payroll later in the year, may have personal leave in accordance with the following table:

Date of Employment or of Return from Leave of Absence	Number of Personal Leave Days Allowed for Remainder of Calendar Year
• After January 1, but before February 16	3
• After February 15, but before April 16	2 ½
• After April 15, but before June 16	2
• After June 15, but before August 16	1 ½
• After August 15, but before October 16	1
• After October 15, but before December 16	½
• After December 15, but before January 1	0

(2) Requests for personal leave should be submitted as soon as practicable in order to minimize any disruption to department operations. Department Heads may deny a personal leave request if the leave would interfere with the efficient and effective operations of the department or the County. A request for personal leave may be denied if the employee is on a plan for improvement, disciplinary probation or has been disciplined in writing for poor attendance during the three months preceding the employee's request to use personal leave. Personal leave time may not be used to cover time missed from work while the employee is on FMLA leave (regular or intermittent), an extended medical leave of absence or any other leave of absence granted by the County.

(3) Employees may not carry over unused personal leave from one calendar year to another.

(4) Since an employee's absence on personal leave is time granted rather than earned, employees will not be reimbursed for unused personal leave. In addition, at the termination of an employee's service, there shall be no payment for unused personal leave.

4.8 Leaves of Absence

Revision Date: August 5, 1993 and February 11, 1997
Revision Date: March 9, 2004
Revision Date: February 8, 2005
Revision Date: February 14, 2006
Revision Date: January 16, 2009
Revision Date: May 13, 2014

Policy
Eligible employees may apply for the following types of leaves of absences:

A. Family Medical Leave (FMLA)
B. Extended Medical Leave
C. Temporary Personal Leave
D. School Visits
E. Victim's Economic Security and Safety Act (VESSA)

Procedures
A. **FAMILY MEDICAL LEAVE (FMLA)**

1. **Eligibility Requirements:**

An employee who has been employed for a total of twelve (12) months (which need not be consecutive), and has worked for the County for at least 1,250 hours during the preceding 12-month period, is eligible for up to twelve weeks of FMLA leave per twelve month period if the employee is unable to work due to a serious health condition or if the employee needs leave for any of the following reasons:

(a) For the birth of the employee's child and in order to care for the newborn child;

(b) For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;

(c) To provide care for an immediate family member (spouse, child, or parent but not "parent in-law") who has a serious health condition. (Note: the term "child" means a son or daughter under the age of 18. Adult children are not included unless the adult child is incapable of self-care due to a physical or mental disability.) (The terms "parent", "son" and "daughter" will be as defined by federal regulations at 29 CFR 825.122)

(d) For qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. (The term "Covered active duty" will be as defined in 29 USC §2611 and the term "qualifying exigency" will be as defined in federal regulation 29 CFR 825.126).

(e) To provide care for a covered service member, including veterans, with a serious injury or illness by an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 weeks of leave during a 12-month period to care for the service member. (The term "Covered Service member" will be as defined in 29 USC §2611 and the term "next of kin" will be as defined in federal regulation 29 CFR 825.122).

The entitlement to leave for a birth or placement of a child for adoption or foster care expires twelve (12) months from the date of the child's birth or placement. Any such FMLA leave must be concluded within this one-year period. Such leave may not be taken in segments or intermittently.

The 1,250 hours required for eligibility includes only those hours actually worked for the County and does not include time spent on paid leave, unpaid leave, IMRF disability leave, or FMLA leave.

Eligibility for FMLA leave will be determined in accordance with the definitions set forth in the FMLA and the applicable FMLA regulations in effect at the time the employee's eligibility for leave is being determined. For purposes of the FMLA, a "**serious health condition**" means an illness, injury, impairment, or physical or mental condition that involves:

(a) Inpatient care (i.e. overnight stay) in a hospital, hospice, or residential medical facility or any period of incapacity or subsequent treatment in connection with such inpatient care; or

(b) Any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities due to the condition, treatment for the condition, or recovery from treatment), that:

1. Lasts more than three consecutive calendar days and involves one in-person treatment by a health care provider, a nurse under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, a physical therapist) under orders of, or on referral by a health care provider that occurs (absent extenuating circumstances) within seven days of the first day of incapacity, ***and*** either:

    i. involves a second in-person treatment that occurs (absent extenuating circumstances) within 30 days of the first day of incapacity; or

    ii. results in a continuing regimen of continuing treatment under the supervision of a health care provider; or

(c) Any period of incapacity due to pregnancy or prenatal care that involves continuing treatment by a health care provider; or

(d) Any period of incapacity or treatment for incapacity due to a "chronic serious health condition" that continues over an extended period of time (including recurring episodes of a single underlying condition), requires periodic visits (as defined as at least twice a year) for treatment by a health care provider and may cause episodic rather than continuing periods of incapacity; or

(e) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or

(f) Any period of absence to receive multiple treatments (including any period of recovery) by, or on referral by, a health care provider either for restorative surgery after accident or injury or for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

For purposes of this policy, the determination of whether an employee qualifies for FMLA leave will be based on the definition of "serious health condition" contained in federal regulations at 29 CFR 825.113. Pursuant to those regulations, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease do not meet the definition of a serious health condition and do not qualify for FMLA leave.

With regard to substance abuse (including alcohol abuse), FMLA leave may be taken only for treatment of substance abuse by or on referral from a health care provider. Absences caused by the employee’s use of the substance, rather than for treatment, do not qualify for FMLA leave.

2. **Placement of Employees on Family Medical Leave:**

An employee who is eligible or who appears to be eligible for FMLA leave may be placed on FMLA leave by Human Resources if it appears that the employee has a serious health condition even if the employee has not applied for such leave. Examples of situations where an employee may be placed on FMLA leave include, but are not limited to, the following:

(a) The employee appears to have a serious health condition involving inpatient care at a hospital, hospice, or residential medical facility.

(b) The employee has missed more than three (3) consecutive calendar days from work due to an illness or injury (including a workplace injury) that appears to qualify as a serious health condition as defined above.

(c) The employee appears to have a serious health condition that makes the employee unable to work at all or unable to perform any one of the essential functions of the employee's position.

(d) The employee has been approved for IMRF disability leave, worker's compensation payments or has requested a leave of absence for medical reasons, and the absence otherwise qualifies under the FMLA.

Employees who are placed on FMLA leave will have their time off counted against the twelve weeks of leave entitlement even if they are using paid benefit time or are receiving worker's compensation payments or IMRF disability payments during their absence from work. The start date of the employee's FMLA leave may be retroactive to the first workday missed due to the serious health condition. If the employee is on an IMRF disability leave, a medical leave of absence or on leave due to an occupational injury, that leave will run concurrently with the employee's FMLA leave until the FMLA leave is exhausted.

If Human Resources determines that an absence may qualify as FMLA leave, the employee will be required to submit documentation and a completed medical certification within a specified time period as defined in Section 5(b) (Application for Leave and Medical Certification). If an employee fails to submit the documentation and/or certification within that designated time period or submits incomplete documentation and/or certification and does not cure this deficiency, the employee may be subjected to discipline and/or denied the use of paid benefit time.

3. **Length of Family Medical Leave:**

An employee who is eligible for FMLA leave may receive up to a total of twelve weeks of FMLA leave per a 12-month rolling time period. The 12-month rolling time period is determined by measuring backwards from the date the employee is placed on FMLA leave. In determining eligibility and how much FMLA leave an employee may be entitled to, Human Resources will subtract any FMLA time that the employee used during that preceding twelve month time period. For employees who are placed on FMLA leave, the start date of their FMLA leave may be retroactive to the first workday that the employee missed due to their serious health condition.

An employee who is eligible for FMLA Military Caregiver Leave may receive up to a total of 26 weeks in a single12-month time period. The single 12-month period is determined by the first day the employee takes leave and ends 12 months after that date regardless of the method used to determine leave for other FMLA-qualifying reasons. If the entire 26 weeks are not used in that 12-month period, it is forfeited.

As provided under federal regulation 29 CFR 825.205, an employee's normal "workweek" prior to the start of FMLA leave is the controlling factor for determining how much FMLA time an employee uses when on leave. Employees will be able to use their FMLA time in no less than fifteen (15) minute increments and in fifteen (15) minute increments based on the employees scheduled hours.

If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave will be used for calculating the employee's normal workweek.

Where both spouses work for the County, they may, at Human Resources discretion, be limited to a combined total of 12 weeks of FMLA leave if they are seeking leave for: (1) the birth and care of a child; or (2) for the placement of a child for adoption or foster care, and to care for the newly placed child; and (3) a combined total of 26 weeks of FMLA leave if both spouses are requesting to take Military Caregiver Leave.

4. **Use of Paid Benefit Time While on Family Medical Leave:**

Time off under the Family Medical Leave Act is unpaid unless the employee has benefit time available or is receiving worker's compensation or IMRF benefits. However, if the employee has any accrued, unused sick leave, floating/holiday hours, general leave time, compensation time and personal time, this paid time off must be used concurrently with the employee's FMLA leave, and must be exhausted before the unpaid portion of the employee's FMLA leave commences. If an employee has benefit time available, the employee will be required to use their accrued sick leave, floating/holiday hours, general leave time, compensation time and personal time, in that order. However, if an employee qualifies for IMRF disability payments, the employee will not be required to use their paid benefit time once they satisfy IMRF's waiting period. If the employee stops receiving IMRF disability payments or worker's compensation payments while the employee is still on FMLA leave, the employee will then be required to use any available paid benefit time for the remainder of the leave.

Employees on FMLA leave will not accrue benefit time or seniority during the time the employee is on unpaid status or is receiving IMRF disability payments.

5. **Applying for FMLA Leave:**

If an employee needs to take time off for reasons that the employee believes may qualify for FMLA leave, the employee must comply with the County's usual and customary policies and procedures for reporting absences, including submitting a completed and signed application for leave. If necessary, the third party designee may contact the employee to request additional information or documentation regarding the absence. Failure to comply with the County's absence reporting policies and procedures or to provide documentation or information requested by a third party designee may result in delay or denial of requested time off, and/or disciplinary action.

(a) Notice of Leave:

An employee intending to take FMLA leave because of an expected birth or placement of a child, or because of a planned medical treatment, must submit an application for leave at least thirty (30) calendar days before the leave is to begin. If the employee provides less than 30 days' notice of the time off, the employee may be required to explain, in writing, why it was not practicable for the employee to provide 30 days' notice.

If the need for leave was not foreseeable and the leave is to begin less than thirty (30) calendar days from the date of application for such leave, the

employee must give notice to their immediate supervisor and third party designee as soon as the employee learns of the need to take FMLA leave.

Failure to give timely notice may delay the start of leave and it may result in the denial of paid benefit time and/or disciplinary action.

When scheduling time off, the employee will be expected to consult with the employee's supervisor to work out a schedule for leave that, to the extent possible, meets the employee's needs without unduly disrupting the County's operations.

The employee must follow the above procedure *each day they are absent*, unless the absence for that day has been scheduled and approved in advance. Note that this procedure applies to **all unscheduled absences**, not merely absences for which the employee seeks FMLA leave.

(b) Application for Leave and Medical Certification:

An employee requesting leave must complete the necessary family medical leave paperwork and submit a completed medical certification, by the employee's (or family member's) health care provider confirming the existence of a serious health condition and the duration of the expected leave. All paperwork should be submitted within 15 days, directly to the third party designee. Employees taking Military Exigency Leave must provide written documentation confirming a covered military member's active duty or call to active duty in support of a contingency operation. The FMLA application must be approved by the third party designee and the department will be notified of the status.

(c) Medical Certification

It is the employee's responsibility to provide the third party designee with any information needed as contained in the medical certification form, at the employee's expense, to determine whether the requested leave qualifies as FMLA leave. The FMLA requires the employee to respond to reasonable requests for information regarding the leave request, and the employee's failure to do so may result in delay or denial of the requested leave.

When the leave is foreseeable and 30 day notice has been provided, the employee is expected to submit the medical certification to the third party designee before their leave begins. For all other cases, the employee must submit a completed copy of the medical certification form to the third party designee within fifteen (15) calendar days of receiving the medical certification form. If it is not practicable for the employee to provide a completed, sufficient certification form within 15 days despite a diligent, good faith effort to do so, the third party designee must be contacted to explain the situation.

If the application and certification forms are mailed to the employee's address on file, they will be presumed to have been received by the employee within three days of being mailed.

If the employee returns a certification form but it is incomplete (i.e., one or more items are left blank) or insufficient (i.e., responses are vague, illegible, ambiguous, or non-responsive), the third party designee will notify the employee of the deficiency. The employee will then have seven (7) calendar days to provide a complete, sufficient certification. If it is not practicable for the employee to provide a completed, sufficient certification form within seven days despite their diligent, good-faith efforts to do so, the employee must contact the third party designee to explain the situation.

(e) Authentication and Clarification

A third party designee may contact the health care provider to authenticate a completed certification form by providing the health care provider a copy of the form and requesting verification that the information contained on the form was written or authorized by the health care provider who signed the document.

Additionally, if the employee does not cure any discrepancy as outlined above, the third party designee may request clarification of information on the certification form, and may ask the employee to sign, or have the employee's family member sign, a release form authorizing the health care provider to communicate with the third party designee for the purpose of clarifying the certification. If the certification is unclear and the employee fails to provide a signed authorization or otherwise clarify the certification, the third party designee may deny the request for FMLA leave.

(f) Second and Third Opinions

Human Resources may require an employee to obtain a second certification at the County's expense from a health care provider designated by Human Resources. If the second health care provider's certification differs from the employee's health care provider's certification, Human Resources may require the employee to obtain certification from a third health care provider, again at the County's expense. The third health care provider will be designated or approved jointly by the employee and Human Resources. The employee and Human Resources are required to act in good faith to attempt to reach agreement on a third health care provider. The third opinion will be final and binding.

(g) Recertification

If the employee takes leave due to the employee's own or a family member's serious health condition, the employee may be required to submit a complete and sufficient recertification from a health care provider as often as every 30 days in conjunction with an absence. If the employee's health care provider's initial certification specifies that the minimum duration of the condition for which the employee is taking leave is longer than 30 days, the employee may be required to submit a recertification in conjunction with an absence when the minimum duration expires, or every six months, whichever is less. The employee also may be required to provide a recertification if they request an extension of leave, the circumstances described in the original certification have changed significantly, or the County receives information raising doubt as to the stated reason for the leave or the continuing validity of the previously-provided certification. A third party designee will provide the employee the required recertification form when a recertification is required.

This entire section ("applying for FMLA leave") also applies to those employees who are placed on a designated FMLA leave by Human Resources.

6. **Intermittent Leave:**

FMLA permits employees to take leave on an intermittent basis (not all at one time) or on a reduced schedule basis when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, or due to the serious health condition of a covered service member or because of a qualifying exigency.

For an employee to be eligible for intermittent FMLA leave, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent leave schedule. The treatment regimen and the information contained in the medical certification of serious health condition must meet the requirements for certification of the medical necessity of intermittent FMLA leave. For an on-going serious health condition, employees will be required to provide periodic recertification of the medical necessity of intermittent FMLA leave. Requests for intermittent FMLA leave must be approved by the third party designee.

Employees needing intermittent leave have an obligation to make a reasonable effort to schedule such treatment so as to not disrupt unduly the County's operations. If the employee has foreseeable planned medical treatment, Human Resources may temporarily assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent schedule. If the employee has accrued benefit time available, they will be required to use their sick leave, floating/holiday hours, general leave time, compensation time and personal time, in that order, to cover their absences. After their accrued benefit time is exhausted, the remainder of their FMLA leave will be unpaid.

Intermittent leave will only reduce the amount of allotted Family Medical Leave time by the amount of time actually taken. See Section 3 “Length of Family Medical Leave” for further information regarding how the use of time will be calculated when the employee is on intermittent leave.

Intermittent leave may not be taken to care for a newborn or newly adopted or foster care child.

7. **Benefits Coverage During Leave:**

While on FMLA leave, the employee will remain on the County's health plan, under the same conditions that applied before the employee went on FMLA leave. To continue health coverage, the employee must continue to make any contributions that they made to the plan before taking leave. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage.

The County's obligation to maintain health benefits under FMLA stops if and when an employee informs the County that they do not intend to return to work at the end of leave period, or if the employee fails to return to work at the end of their approved leave.

The County reserves the right to require the employee to reimburse the County for health insurance premiums that the County paid during the employee's leave if the County finds evidence that the employee misrepresented the need for leave or otherwise obtained the leave through fraud. Employees on FMLA leave will not accrue benefit time or seniority once the employee exhausts their accrued benefit time or starts receiving payments from IMRF or the worker's compensation program. However, employees on FMLA leave will not lose any length of service benefits that accrued before the employee went on unpaid status.

8. **Notice of Return From Leave:**

(a) Early Return from Leave:

If the circumstances of the leave change and the employee is able to return to work earlier than the date indicated on the employee’s FMLA application and medical certification, the employee must notify the third party designee at least two (2) working days prior to the date the employee intends to report to work.

(b) Confirmation of Return to Work Date:

With the exception of employees who return to work prior to their expected return to work date, employees must notify the third party designee at least seven (7) working days prior to their originally scheduled return to work date and confirm their return to work status. If this is not possible due to an unforeseen change in circumstances, you must notify the third party designee of the change as soon as practicable under the circumstances.

If an employee's own medical condition prevents them from returning to work at the end of their FMLA leave, the employee must notify the third party designee at least seven (7) working days before their return to work date and either request additional FMLA leave time (if the employee has not exhausted their annual entitlement and is still eligible for FMLA leave) or apply for an extended medical leave by submitting an "Application for Extended Medical Leave" and a medical certification, completed by the employee's treating physician. (See section on Extended Medical Leave for further details.) If the employee is requesting additional FMLA leave, the employee will be required to submit a recertification from their health care provider. If the employee is not approved for additional FMLA leave or an extended medical leave and the employee fails to return to work on their originally scheduled return to work date, the employee may be discharged from employment.

If an employee is unable to return from FMLA leave for a reason other than their own serious health condition, the employee must notify the third party designee and their Department Head at least seven (7) working days before their original return to work date and either request additional FMLA leave time (if the employee has not exhausted their annual entitlement and is still eligible for FMLA leave) or apply for a personal leave of absence. (See section on Temporary Personal Leave for further details.) If either request is denied or if no request is made, the employee will be expected to return to work on their originally scheduled return to work date. If the employee does not return to work on their original return to work date, the employee may be discharged from employment.

9. Fitness for Duty Certification:

If an employee is returning from a FMLA leave that was due to their own serious health condition, they must submit the following documentation to the third party designee at least seven (7) working days before their return to work date:

(1) A statement from their treating physician certifying that they are fit to return to duty and that they can perform the essential functions of their job with or without a reasonable accommodation (or to the position restored to, if different);

(2) If the employee's physician has given the employee work restrictions, the employee must provide a statement from their physician detailing those restrictions, the reason for those restrictions and whether the restrictions are permanent or temporary; and

(3) If the employee is requesting a reasonable accommodation for an ADA qualifying disability, the employee must provide documentation detailing the accommodation being requested and how the request will enable the employee to perform the essential functions of their position. An employee may also be required to provide medical documentation to substantiate that they have an ADA disability and needs the reasonable accommodation being requested.

The employee must submit the fitness for duty certification before they will be permitted to return to work.

10. **Reinstatement:**

Upon return from FMLA leave, an employee will either be restored to their position or to a position with equivalent pay, benefits, and other terms and conditions of employment so long as there is not a basis to deny reinstatement. Situations where an employee may be denied reinstatement include, but are not limited to, the following:

- the employee gave unequivocal notice that they did not intend to return to work at the end of their leave;
- the employee qualifies as a "key" employee under FMLA regulations (29 CFR 825.217) and is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all County employees and the restoration of their employment would cause substantial and grievous economic injury to the County's operations;
- the employee's leave was obtained by fraud or misrepresentation;
- the employee was hired for a specific term or for a specific project/grant that has since been completed;
- the employee was subject to a reduction in force;
- the employee is unable to perform the essential functions of their job, with or without reasonable accommodation of a qualifying disability;
- the employee would not otherwise have been employed at the time of reinstatement if the employee had not been on FMLA leave; or
- the employee failed to provide required notices or certifications while on leave and/or failed to provide a fitness for duty certification from a health care provider at the end of the leave.

If an employee was on probationary status or a plan for improvement for disciplinary and/or performance related issues at the time they went on FMLA leave, upon their return to work, their probationary period or plan for improvement will resume at the same point as it was on the day the employee's leave began. Likewise, if discipline was pending prior to their FMLA leave, the supervisor may proceed with that discipline upon the employee's return to work.

The County cannot guarantee that employees will be returned to their original position and reserves the right to place employees in the same or an equivalent position. The determination as to whether a position qualifies as "equivalent" will be made by Human Resources. Employees returning from FMLA leave may submit a written request for a different shift, schedule or position but the decision to grant such a request will be within the discretion of the employee's Department Head.

B. **EXTENDED MEDICAL LEAVE OF ABSENCE**

An extended medical leave of absence is available to those non-introductory employees who have already exhausted their annual twelve (12) week entitlement of FMLA leave but due to their own serious health condition are still unable to perform the essential functions of their position. Requests for an extended medical leave must be approved by the Human Resources in consultation with the employee’s Department Head. Employees will not be approved for an

extended medical leave of absence unless the employee was previously approved for and has already exhausted their annual twelve (12) week FMLA entitlement. Employees who are approved for an extended medical leave of absence may receive up to three (3) months of leave time. In providing leave under this provision, Human Resources will make reasonable accommodations for qualified individuals with known disabilities to the extent required by applicable law, unless doing so would result in an undue hardship.

In determining whether to approve a request for leave (including the length of leave) consideration should be given to, among other criteria, the employee's employment record (including the employee's attendance and disciplinary record, length of employment and performance history) as well as the staffing needs of the department.

(1) An extended medical leave of absence is an unpaid leave of absence unless the employee is using available benefit time or the employee is receiving payments through IMRF or the worker's compensation program.

Employees who are not receiving IMRF or worker's compensation payments must exhaust all accrued paid benefit time (sick leave, floating/holiday hours, general leave time compensatory time, and personal time) before they will be placed on unpaid status.

(2) To apply for an extended medical leave, the employee must submit an “Application for Extended Medical Leave” and a medical certification completed by the employee’s treating physician certifying the nature and extent of the employee’s medical condition and stating an expected return to work date. For an extended medical leave, the medical certification must be completed by any health care provider that is a doctor of medicine. If the employee does not provide sufficient information supporting the need for an extended medical leave of absence upon request from Human Resources, subject to the approval of Human Resources, Human Resources may require, at the County's expense, that the employee submit to a medical examination by a physician (chosen by Human Resources) to determine the need for leave, whether the employee is able to perform the essential functions of their position after an additional period of leave is provided, and what, if any, reasonable accommodations are available to allow the employee to perform these functions.

(3) During an extended medical leave, employees may be required by Human Resources to provide recertification of the need for leave and/or periodic reports on the employee's return to work status. The employee must forward this documentation directly to Human Resources.

(4) To continue health coverage, the employee must continue to make any contributions that they made to the plan before taking leave. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage.

(5) Employees on an extended medical leave of absence do not accrue general leave credit or sick leave credit during the time that the employee is receiving payments from IMRF, worker's compensation or is on unpaid status.

(6) Employees on an extended medical leave must notify Human Resources in writing at least seven (7) working days prior to the employee's scheduled return to work date and either confirm their return to work date or request additional leave time. If this is not possible due to an unforeseen change in circumstances, you must notify Human Resources as soon as practicable under the circumstances. At that time, the employee must provide Human Resources an update on their ability to return to work upon expiration of current leave, and if the employee is able to return, the employee will be required to provide a fitness for duty certification. If the employee’s physician has given the employee work restrictions, those restrictions, the reasons for those restrictions and whether the restrictions are permanent or temporary must be clearly stated in the physician's statement. Likewise, if the employee is requesting a reasonable accommodation for an ADA qualifying disability, the employee should provide a statement detailing the accommodation being requested and how the accommodation will enable the employee to perform the essential functions of their position.

(7) Before an employee is allowed to return to work, Human Resources may require that an employee provide additional medical information from their physician so that Human Resources can determine whether the employee is able to perform the essential functions of the position with or without an accommodation. If the employee does not provide sufficient information upon request from Human Resources, then Human Resources reserves the right to require the employee to submit to a fitness for duty examination (conducted by a physician of Human Resources choosing and at the County's expense). Human Resources may delay the employee's return to work date if additional time is needed to clarify the employee's return to work status or if Human Resources has scheduled or is awaiting the results of a fitness for duty examination. If the employee does not have benefit time available, this additional time off will be unpaid.

(8) An employee returning from leave may be denied reinstatement altogether under the following circumstances: (1) the employee is unable to perform the essential functions of their job, with or without a reasonable accommodation of a qualifying disability under the ADA; (2) the employee's position was eliminated due to a reduction in force; (3) the employee was hired for a specific term or a specific project /grant that has since been completed; (4) the employee failed to provide required notices or certifications while on leave and/or failed to provide a fitness for duty certification from their physician or failed to submit to a requested fitness for duty examination, if requested by Human Resources; (5) the employee's leave was obtained by fraud or misrepresentation; (6) the employee's employment would otherwise have been terminated if the employee had not been on leave and; (7) the employee failed to return to work upon the expiration of their extended medical leave of absence. If an employee is denied re-instatement for one of these reasons, their discharge from employment may not be grieved under the Lake County Grievance Procedure.

If an employee was on probationary status or a plan for improvement at the time they went on leave, upon their return to work, their probationary period or plan for improvement will resume at the same point as it was on the day the employee's leave

began unless the probationary status was due to a promotion and the employee no longer holds that position. If progressive discipline had been pending prior to the employee's leave, the supervisor may proceed with that discipline upon the employee's return to work.

(9) An extended medical leave of absence typically may not exceed three (3) months, except where additional leave is necessary as a reasonable accommodation under the ADA and such leave does not create an undue hardship on the County. However, an employee may request up to an additional three months of leave by submitting an application to Human Resources. If this request is granted by Human Resources, the employee may receive additional leave time but the employee will not be guaranteed reemployment at the end of this additional leave period, except where the position is required to be kept open pursuant to the ADA and/or other applicable law.

A request for additional leave time must contain a “Certification of Health Care Provider” completed by the employee’s treating physician stating the reasons why additional time is needed and the employee's expected return to work date. This request should be made as soon as the employee realizes that they will not be able to return at the expiration of the extended medical leave period but, at a minimum, the request must be received by Human Resources no later than seven (7) working days before the employee's current medical leave is set to expire. If this is not possible due to an unforeseen change in circumstances, you must notify Human Resources as soon as practicable under the circumstances.

If an employee fails to return to work upon the expiration of their extended medical leave of absence, their employment may be terminated unless Human Resources has approved an extension of leave.

If an employee has exhausted their annual FMLA leave entitlement but still requires additional time off from work in order to provide care for an immediate family member (as defined by FMLA policy), the employee may apply for a temporary personal leave of absence. (See section on Temporary Personal Leave of Absence for further information.)

C. TEMPORARY PERSONAL LEAVE

Personal leave is granted at the discretion of Human Resources. Personal leave may be granted for a maximum of three (3) months.

(1) Personal leave may be requested for educational or family purposes or for a purpose that is approved by Human Resources. In determining whether to approve a request for leave (including the length of leave), consideration should be given to the employee's employment record (including the employee's attendance and disciplinary record, length of employment and performance history) as well as the staffing needs of the department. Personal leave may not be used in conjunction with or in lieu of an extended medical leave of absence.

(2) Personal leave is unpaid unless the employee has accrued benefit time (general leave, compensatory time, floating/holiday hours, personal time or if applicable, sick time) that can be applied to the leave time. If such benefit time is available, the employee will be required to exhaust that time before going on unpaid status.

(3) The employee must request personal leave on a Leave of Absence Request for personal leave.

(4) An employee on personal leave does not accrue general leave credit or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical and dental group insurance coverage and life insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence. Such employees continue IMRF participation according to rules and requirements established by IMRF.

(5) If an employee fails to return to work upon the expiration of their personal leave of absence, their employment may be terminated unless Human Resources has approved an extension of leave. If the employee is terminated from employment for failing to return to work on their originally scheduled return to work date, the termination may not be grieved under the Lake County Grievance Procedure.

D. **SCHOOL VISITS**

As of July 1, 1993, all Illinois employers of 50 or more must allow employees up to eight hours leave to visit their children's schools during the school year. An employee of Lake County may not take more than four hours of school visitation leave in one day, and the leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave or any other type of leave (except sick or disability leave). The employee–may use their accrued compensatory time to compensate for this absence. An employee of Lake County wishing to take leave to visit a child's school must notify their supervisor in advance and in accordance with departmental procedures.. Upon completion of the school visitation, the employee must obtain documentation of the visit from the school administrator and provide a copy to their supervisor. If the employee does not provide the documentation of the school visit within two working days of the visit, the employee may be disciplined, up to and including termination.

E. **VICTIM'S ECONOMIC SECURITY and SAFETY ACT (VESSA) LEAVE**:

VESSA allows employees who are victims of domestic or sexual violence, or who are family or household members of victims of abuse, to take up to 12 weeks of unpaid leave in any 12-month period to seek medical attention, legal assistance, and counseling for the following reasons:

(1) To seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;

(2) To obtain victim services for the employee or employee's family or household member;

(3) To obtain psychological or other counseling for the employee or the employee's family or household member;

(4) To participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or

(5) To seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

1. **Eligibility Requirements**

To demonstrate eligibility for VESSA leave, the employee must provide Human Resources with certification that (1) the employee or the employee's family or household member is a victim of domestic or sexual violence and (2) that the leave is for one of the reasons permitted under VESSA (see preceding paragraph). Such certification shall include a sworn statement from the employee and one of the following:

(a) Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee or the employee's family or household member has sought assistance, or
(b) police or court record, or
(c) other corroborating evidence.

All such documentation received shall be retained in the strictest confidence.

All Lake County employees are eligible to apply for VESSA leave, including part-time and introductory employees.

The definition of "family or household member" means a spouse, parent, son, daughter, other persons related by blood or by present or prior marriage, other persons who share a relationship through a son or daughter, and persons jointly residing in the same household, including same-sex domestic partners. "Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. "Son" or "daughter" means a biological, adopted, or foster child, stepchild, a legal ward, or a child of person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older but incapable of self-care due to a mental or physical disability.

As provided under the Victim's Economic Security and Safety Act, employees may receive up to a total of twelve (12) weeks of VESSA leave per 12-month period.

If the reason for the employee's VESSA leave also qualifies as a reason for FMLA leave and the employee is eligible for FMLA leave, the employee's VESSA leave will be designated as a joint FMLA/VESSA leave. In those situations, the employee will not receive 24 weeks of leave time but rather, the employee's VESSA and FMLA leave will run concurrently for up to a maximum of twelve weeks of leave per 12-month period.

2. **Applying for VESSA Leave**

The employee must provide Human Resources with at least 48 hours advance notice of the employee's intent to take VESSA leave except in such cases where it is not practicable to provide such notice.

To apply for VESSA leave, the employee should bring their sworn statement and certifying documents (documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee or the employee's family or household member has sought assistance; a police or court record; or other corroborating evidence) to Human Resources and request an Application for Leave of Absence. In the application for leave, the employee must state the length of leave being requested, why leave is being requested, and the date the employee expects to return to work.

If the employee does not provide advance notice, the employee must provide Human Resources with their sworn statement and application for VESSA leave within five (5) calendar days after leave is requested or the employee is tentatively placed on VESSA leave. The remaining certifying documents must be provided to Human Resources within fifteen (15) calendar days after leave is requested or the employee is tentatively placed on VESSA leave whichever occurs first.

An employee who is eligible or who appears to be eligible for VESSA leave may be placed on VESSA leave by Human Resources even if the employee has not applied for such leave.

3. **Use of Paid Benefit Time While on VESSA Leave**

Time off under the Victim's Economic Security and Safety Act is unpaid unless the employee has benefit time available and is eligible to use that benefit time during their VESSA leave. If an employee has benefit time available, the employee may use all of their accrued sick, general leave, floating/holiday, compensation and personal hours before going on unpaid status. If the reason for the VESSA leave meets the eligibility requirements for sick leave, the employee may use their accrued sick leave before going on unpaid status unless the employee qualifies for IMRF disability payments. If the employee qualifies for IMRF disability payments, the employee will not be required to use their paid benefit time once they satisfy IMRF's waiting period. If the employee stops receiving IMRF disability payments while the employee is still on VESSA leave, the employee may use any available paid benefit time for the remainder of the leave.

If the employee does not have benefit time available, the leave will be unpaid.

Personal leave time under Section 4.7 may be used for VESSA leave.

Consistent with other forms of leave, employees on VESSA leave will not accrue benefit time or seniority during the time the employee is on unpaid status.

4. **Intermittent VESSA Leave**

Employees may take VESSA leave on an intermittent basis or on a reduced work schedule. Employees needing intermittent leave must attempt to schedule their leave so as to not disrupt the County's operations. The employee's Department Head may temporarily assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent schedule. If the employee has accrued benefit time available and is eligible to use that time, they may use that time to cover their absences. After accrued benefit time is exhausted, the remainder of the employee's intermittent VESSA leave will be unpaid. Personal leave time may be used for intermittent VESSA leave.

5. **Benefits Coverage During Leave**

While on VESSA leave, the employees who are on the County's health plan will remain on that plan, under the same conditions that applied before the employee went on leave. To continue health coverage, the employee must continue to make any contributions that they made to the plan before taking leave. Failure of the employee to pay their share of the health insurance premiums may result in loss of coverage.

The County's obligation to maintain health benefits under VESSA stops if and when an employee informs Human Resources that they do not intend to return to work at the end of the leave period, or if the employee fails to return to work at the end of their approved leave.

The County reserves the right to require the employee to reimburse the County for health insurance premiums that the County paid during the employee's leave if the County finds evidence that the employee misrepresented the need for leave or otherwise obtained the leave through fraud.

An employee on VESSA leave will not accrue benefit time or seniority once the employee exhausts their accrued benefit time and goes on unpaid status. However, an employee on VESSA leave will not lose length of service benefits that accrued before they went on unpaid status.

Holiday pay will not be paid during VESSA leave, except in those instances where the employee is on an intermittent or reduced schedule that makes the employee eligible for holiday pay or where the employee is on a paid leave at the time of the holiday and qualifies for holiday pay.

6. **Notice of Return From Leave**

An employee must complete a "Notice of Intention to Return From Leave" at the time the employee submits their application for leave. The application for leave should state the date the employee is expected to return to work. Once on leave, the employee is expected to remain in

regular contact with Human Resources and give periodic updates. If the employee has been on leave for more than two weeks, the employee will be expected to notify Human Resources at least five (5) working days prior to their return to work date and confirm that they will be returning to work on that date or request additional leave time. If the employee has been on leave for less than two weeks, the employee is expected to notify Human Resources at least two (2) working days prior to their return to work date. At that same time, if the employee has concerns about the safety or security of their worksite, the employee should contact Risk Management directly at 377-2241 to report those concerns.

If an employee is returning from a VESSA leave that has been jointly designated as FMLA leave, the employee must comply with the return to work and notice requirements contained in the County's FMLA policy in addition to the VESSA requirement.

7. **Reinstatement**

Upon return from VESSA leave, an employee will either be restored to their position or to a position with equivalent pay, benefits, and other terms and conditions of employment so long as there is not a basis to deny reinstatement. Situations where an employee may be denied reinstatement include, but are not limited to, the following:

- the employee gave unequivocal notice that they did not intend to return to work at the end of their leave;
- the employee's leave was obtained by fraud or misrepresentation;
- the employee was hired for a specific term or for a specific project/grant that has since been completed;
- the employee was subject to a reduction in force;
- the employee is unable to perform the essential functions of their job, with or without reasonable accommodation of a qualifying disability;
- the employee would not otherwise have been employed at the time of reinstatement if the employee had not been on VESSA leave; or
- the employee failed to provide required notices or certifications while on leave.

If an employee was on introductory status or on a plan for improvement at the time they went on VESSA leave, upon their return to work, their introductory period or plan for improvement will resume at the same point as it was on the day the employee's leave began. Likewise, if progressive discipline was pending prior to an employee's VESSA leave, the supervisor may proceed with that discipline upon the employee's return to work.

Human Resources cannot guarantee that an employee will be returned to their original position and reserves the right to place an employee in the same or an equivalent position. The determination as to whether a position qualifies as "equivalent" will be made by Human Resources or their designee. Employees returning from VESSA leave may submit a written request for a different shift, schedule or position but the decision to grant such a request will be within the discretion of the employee's Department Head.

8. **Requests for Accommodation**

If an employee requires a reasonable accommodation in the workplace due to circumstances relating to the employee, or the employee's family or household member being a victim of domestic or sexual violence, the employee should submit that request to their immediate supervisor, Department Head or to the Director of Human Resources. Safety and security concerns involving the workplace should also be reported directly to Risk Management.

9. **Retaliation, Discrimination Prohibited**

Employees who feel that they have been wrongly denied VESSA leave or a reasonable accommodation should report their concerns immediately to their Department Head or to the Director of Human Resources. Employees should also notify their Department Head and/or the Director of Human Resources if (1) the employee believes that they have been subjected to discrimination because they are or are perceived to be a victim of domestic or sexual violence or; (2) if the employee believes that they have been subjected to retaliation for taking VESSA leave or otherwise exercising their rights under VESSA.

10. **Policy subject to Change**

As the purpose of this policy is to comply with the Victim's Economic Security and Safety Act, 820 ILCS 180 et seq., any changes to state law or regulations regarding this Act will be reflected accordingly in this policy.

F. **OUTSIDE EMPLOYMENT WHILE ON LEAVE**:

You may not work for another employer while on family or medical leave. Such outside employment is grounds for immediate termination.

4.9 Salary Deductions

Effective date: March 9, 2004

Policy

Employees are expected to use their accrued benefit time (sick leave, general leave, floating/ holiday hours, compensatory time and personal leave) when they are absent from work.

To ensure public accountability, the pay of both salaried and hourly employees may be deducted for full or partial day absences when an employee does not use benefit time to cover his or her absence(s) from work because (1) the employee did not seek permission to use benefit time or otherwise failed to give proper notification of the intent to use benefit time; (2) permission to use benefit time was denied; (3) the employee's accrued benefit time has been exhausted or; (4) the employee has elected to go on leave without pay and the use of unpaid leave has been approved by the County. Such deductions may be made even where the absence is due to illness or injury.

Pay deductions that result from this policy do not constitute an unpaid suspension and may not be grieved under the Lake County Grievance Procedure.

Those employees who are not on an approved leave of absence may also face disciplinary action for being absent without leave.

4.10 Paid Disaster Relief Leave of Absence

Effective Date: September 13, 2005

Policy

Employees may be allowed to participate in emergency disaster relief efforts when a duly authorized governmental official has declared a state of emergency, a federally recognized (903B) organization coordinates a program to join the relief efforts and the County Administrator authorizes the provisions of this policy to be utilized for a declared emergency.

Purpose

The purpose of this policy is to allow participation in relief efforts and a show of support for communities that have been devastated by a natural or man made disaster.

Procedure

The County Administrator will determine if conditions associated with a declared emergency would be benefited by the participation of County employees through the implementation of this policy. If a determination is made that such participation would be beneficial employees may be approved for this leave if their absence does not effect the efficient operation of the organization as determined by their Department Head.

Lake County employees may participate in relief efforts in conjunction with programs sponsored by a recognized voluntary organization (such as Red Cross, Habitat for Humanity). The employee must provide evidence that they are authorized to participate by completing a Paid Disaster Relief Leave application.

Employees shall receive pay equivalent to their base bi-weekly rate (or a portion there of) for the period they volunteer services, up to 15 working days per event. Compensation shall not exceed an employees base pay for a normal work day or work week (excludes overtime and/or bonus pay).

Whenever possible the employee should provide at least 10 working days' notice that they have been approved by a sponsoring organization to participate in relief efforts. In cases where services are needed immediately, the employee should provide as much advanced notice as possible.

Only those employees who are in good standing will be allowed to participate. The employee must have; 1) successfully completed their introductory period; 2) received satisfactory score on the most recent performance appraisal and; 3) no disciplinary action on file within a year from the date of the start of this leave.

Employees must sign an acknowledgement that they understand their service is voluntary and not related to their County responsibilities. Therefore, the County shall not accept liability for any illnesses, injuries or actions taken sustained as result of participating in the relief efforts.

Employees may request more than 15 working days off in order to continue volunteering their services to the relief efforts provided they are eligible and approved through the County's general or other leave of absence provisions. Employees wishing to file for a continuation of time off must contact their supervisor at least two working days prior to the end of this leave.

4.11 Families First Coronavirus Response Act (FFCRA)

Effective Date: May 1, 2020
Sunset Date: June 30, 2021
Revision Date: March 9,2021

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic, and the CDC has defined COVID-19 as a public health emergency. In response to this global crisis, the County has adopted and expanded on benefits granted through the Families First Coronavirus Response Act.

Although the FFCRA has expired, the County has decided to continue to the benefit through June 30, 2021.

The Families First Coronavirus Response Act (FFCRA) provides additional paid sick leave and an expanded Family Medical Leave Act (FMLA) benefit in addition to that already afforded employees under County sick time and FMLA policies. The FFCRA provides these benefits to certain employees who are unable to work as a result of COVID-19. The law also allows municipal employers to exclude many employees who provide emergency response and essential services and infrastructure to the community as well as the employees who are vital to the support of those essential functions.

The current situation in Illinois is evolving and the services and personnel necessary to provide essential and emergency services will change. The County reserves the right to reassess its workforce and designate any personnel as emergency responders as circumstances require.

Although the County has identified emergency responder positions that are excluded from the FFCRA, the County will extend similar benefits to those employees under the County's COVID-19 Plus Benefit which is included in this Policy.

Family and Medical Leave Expansion Act (FMLEA)

The FMLEA provides 12 weeks of leave to employees who have been employed by Lake County for 30 days to care for a child for reasons related to the COVID pandemic.
The Family and Medical Leave Expansion Act provides that an eligible employee who has been employed by Lake County for thirty (30) calendar days who is unable to work or telework may request and receive a leave of absence for up to twelve (12) weeks to care for a son or daughter under age 18 due to a public health emergency which has resulted in the closure of an elementary or secondary school or the child care facility that had been providing services for a fee to the employee's child on a regular basis prior to the declaration of a public health emergency on January 31, 2020.

In order to qualify for this leave, the employee must:

1. Have worked for Lake County for thirty (30) calendar days at the time of the request.

2. Not be identified by Lake County as an emergency responder or exempt health care provider.
   i. Who is an emergency responder?
      For the purposes of this guidance, employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to law enforcement officers, correctional institution personnel, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of the state determines is an emergency responder necessary for that state's response to COVID-19.

3. Be unable to work for the reason outlined above.

4. Complete an application form through FMLASource verifying that the employee is unable to work and meets other applicable requirements. The application must be fully completed, verified by the employee and supported by the requested documentation.

The amount of time available to an employee will depend on how much family medical leave, if any, an employee has used for all family medical leave purposes during the current rolling twelve (12) month period. (For example, if an employee previously used two weeks of leave for his or her own serious illness in January, the employee would have ten (10) weeks of leave still available for the care of a child due to a school or day care closure.)

Once the application is completed and supporting documentation provided, Lake County will evaluate and discuss with the employee any alternate options or suggestions for enabling the employee to continue to perform work, work from home or telework in the same, or alternate or flexible schedules.

Note: To the extent you are able to work from home, telework or work a flexible or alternate schedule while caring for your child or a spouse or partner is available to care for the child, you may not be considered unable to work during those days/hours and expanded family and medical leave may not be available.

The first two (2) weeks of expanded FML leave under the FMLEA are generally unpaid. However, the employee may choose to substitute emergency paid sick leave under the new

EPSLA (at two-thirds pay – see below) or the employee may substitute other applicable accrued benefit time, including sick time, for such an absence to receive one hundred percent pay.

After the first two (2) weeks of expanded FML under the FMLEA, if an employee remains unable to work, an employee is eligible for paid time off at the rate of two-thirds (2/3) of the employee's regular rate of pay for the number of hours the employee would normally be scheduled to work not to exceed $200 dollars per day and $10,000 in total for all FMLEA time.

Emergency Paid Sick Leave Act (EPSLA)

The Emergency Paid Sick Leave Act (EPSLA) provides that an eligible employee who is unable to work or telework may request and receive up to eighty (80) hours of emergency paid sick leave in a rolling 12 month period.

In order to qualify for paid emergency sick leave, the employee must:

1. Work for Lake County at the time of the request.

2. Not be identified as an emergency responder or exempt health care provider.

3. Be unable to work for the following reasons:

    a. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID–19.
    b. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID– 19.
    c. The employee is experiencing symptoms of COVID– 19 and seeking a medical diagnosis.
    d. The employee is caring for an individual who is subject to a Federal. State or local quarantine due to concerns related to COVID– 19.
    e. The employee is caring for a child when the school or place of care is closed, or the childcare provider is unavailable due to COVID-19 precautions; or
    f. The employee is experiencing any other substantially similar conditions specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

4. Complete an application form verifying that the employee is unable to work and meets other applicable requirements. The application must be fully completed, verified by the employee and supported by the requested documentation.

Once the application is completed and supporting documentation provided, Lake County will evaluate and discuss with the employee any alternate options or suggestions for enabling the employee to continue to perform work, work from home or telework in the same or alternate or flexible schedules.

Note: To the extent that an employee is able to telework when leave is for an employee's own COVID-19 related condition or telework or work when it is for the care for the COVID-19.

related condition of others, an employee may not be "unable to work" and emergency paid leave may not be available. A COVID-19 qualifying reason must prevent the employee from working. For example, if an employee has been told to isolate but does not have any symptoms and is offered telework, the employee is not unable to work.

Sick leave benefits under the Emergency Paid Sick Leave Act are as follows:

a. Full time employees will be paid as outlined below for up to eighty (80) hours over a two-week period
b. Part-time employees will be paid for the average number of hours the employee worked during a two-week period.

Sick leave benefits under the Emergency Paid Sick Leave Act will be paid as follows:

The employee will be paid his or her regular rate of pay but no more than $511 per day and $5,110 in total for emergency sick leave under the following conditions:

a) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID–19.

b) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID–19.

c) The employee is experiencing symptoms of COVID–19 and seeking a medical diagnosis.

The employee will be paid no more than 2/3 of their regular rate of pay up to a maximum of $200 per day and $2000 in total for emergency sick leave under the following conditions:

a) The employee is caring for an individual who is subject to a Federal. State or local quarantine due to concerns related to COVID–19.

b) The employee is caring for a child when the school or place of care is closed, or the childcare provider is unavailable due to COVID-19 precautions; or

c) The employee is experiencing any other substantially similar conditions specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

COVID 19 Plus

Lake County has implemented the COVID-19 Plus Policy, effective April 1, 2020 through June 30, 2021. This policy is limited to employees who are not ineligible for other benefits under the

FFCRA. Lake County reserves the right to reassess its workforce and assign any employee to report to work as circumstances require.[1]

Benefits available under the COVID-19 Plus provision

Lake County recognizes the important and significant role our employees are playing in this public health emergency and your health and safety is a top priority. Therefore, employees as identified above are eligible to receive up to 14 days of paid sick leave based on their regular schedule and rate of pay at the time the request for benefit time is made. The paid leave must be used prior to June 30, 2021for qualifying COVID-19 related absences (see below).

Under the COVID-19 Plus Policy, an employee shall receive up to 14 days of pay for any of the following reasons. The employee:

1. Employees who have been directed by a provider to self-quarantine because they are a person under investigation for COVID-19.
2. Employees who have been directed by a provider to self-quarantine because they are experiencing COVID-19 related symptoms.

This leave will not carry over, be paid out, nor can it be "banked" for use beyond the expiration date of June 30, 2021. Depending on the type of leave requested, an employee's leave shall run concurrently with an unpaid leave of absence under the Family and Medical Leave Act and the employee will also be required to complete FMLA forms.

If all eligible paid time off is exhausted under these provisions while an employee is still out on leave, the employee will be required to use available benefit leave time. Once exhausted the employee would transition to a non-pay status.

Employees who have already received this benefit using Emergency Close Pay for the reasons noted above prior to implementation of this policy will not receive additional benefits as noted as a new pay element.

Required Documentation

Emergency Responders will be required to complete the *EGV COVID-19 Plus Affidavit* (included with this policy) and any applicable documentation under the Family and Medical Leave Act.

[1] Employees who receive 80 hours of Emergency Paid Sick Leave and whose position is later designated as an emergency responder will not be eligible for any additional benefits under this policy. Further, this leave is limited to 80 hours of paid time in total for any of the qualifying reasons

EGV COVID-19 Plus Affidavit
For Emergency Responders

Declaration

I, _________________________________ (employee's name) certify on this date _______ _______ ___ that I am unable to work, including telework, and require leave pursuant to the FFCRA for the following reason:

☐ I am subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
Identify the Government entity issuing the order: ___________________________

☐ I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

Identify the healthcare provider who recommended quarantine or isolation (Supporting documentation):
____

☐ I am experiencing symptoms of COVID-19 (fever, dry cough, shortness of breath, or other symptom identified by the CDC) and seeking a medical diagnosis;

I initially sought a diagnosis on (date)______, 20_____and will need leave until (date) ______, 20_____.

☐ I am caring for an individual who is either (1) subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or (2) has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

Identify individual and their relationship to employee: _______________________

Identify the basis for the need for leave ___________________________________
____

☐ I am experiencing other substantially similar condition specified by Federal authorities

Name of the condition identified by the CDC or federal authority and the authority providing the designation ______________________________________

Acknowledgements

I certify that the information contained in this application is true and accurate. I understand that I am submitting this information for the purposes of determining eligibility for the EVG COVID-19 Plus policy benefit. I further understand that any false or misleading statements made in order to receive benefits for which I do not qualify shall result in loss of benefit and/or disciplinary action up to and including termination of employment.

____________________________________ _______________
Employee Signature Date

_____________________________________ ________________
Human Resources Office Representative Date

4.12 Furlough Policy

Effective Date: May 7, 2020

The Director of Human Resources is responsible for implementing and overseeing compliance of this policy.

In times where revenues are declining or the economy is in distress or due to some other unforeseen or exigent circumstances that impacts the County financial condition, the Director of Human Resources may implement a Furlough Process with the approval of the County Administrator, after all temporary and part-time employees have been laid-off.

Upon notice, Department Head(s) will review and identify non-mission critical positions. Non-mission critical positions are positions whose absence for up to 6 weeks (two weeks at a time) over a 90-day period, would not impose additional costs upon the County (overtime, lost work) or impede the delivery of services to residents.

Department Heads will pass along the names and titles of all employees who occupy the identified non-mission critical positions to the Human Resources Director. The Human Resources Director will furlough all employees so identified for two weeks per month over the 90-day period and provide the affected employees with as much notice as possible but must provide at least five (10) calendar days' notice of a furlough.

While furloughed, an employee is not to perform any work for the employer, does not accrue paid time off and must pay his/her share of insurance premiums and 100% of voluntary coverages selected.

During the furlough, employees may apply for and receive unemployment insurance benefits and the County will continue to pay its share of the health insurance coverage.

LakeCounty

Section 4.13 Paid Parental Leave

Effective Date: December 14, 2021
Revised: August 8, 2023
Revised: November 14, 2023

General Information

The County will provide up to six (6) weeks of paid parental leave to employees following the birth of an employee's child or the initial placement of a child with an employee in connection with adoption, legal guardianship, or foster care. The adoption of a new spouse's child is exempt from this policy.

Paid Parental Leave and FMLA Coverage

The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly placed child. Paid Parental Leave will be required to run concurrently with Family and Medical Leave Act (FMLA) leave when applicable. If an employee is eligible and has FMLA coverage at the time they request parental leave but has utilized some or all the allotted twelve (12) weeks of FMLA coverage, the employee will nevertheless be entitled to parental leave pursuant to all other provisions of this policy and provided that the employee submits an FMLA certification form to support the request for parental leave. Please refer to Policy 4.8 - Leaves of Absence for further guidance on the FMLA.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight time hourly rate (non-exempt) or weekly rate (exempt).

Paid Parental Leave will be in effect for births, adoptions, legal guardianships, or initial placements of foster children occurring on or after the effective date of this policy.

Eligibility

To be eligible for this paid leave, an employee must be classified as a regular full-time or part-time employee and have been employed with Lake County for six (6) months. However, County employees with less than six (6) months tenure may still be eligible for unpaid parental leave pursuant to state or federal law and should contact Human Resources.

Eligible employees will receive a maximum of six (6) weeks of paid parental leave per birth, or initial placement of a child/children within one 12-month period. The fact that a multiple birth or placement occurs (e.g., the birth of twins or adoption of siblings or multiple foster placements) does not increase the total amount of paid parental leave granted.

Procedure for Requesting Parental Leave:

To apply for paid parental leave, an employee must:

a) Inform their supervisor of the request in writing utilizing the Parental Leave Request Form at least thirty (30) days before the expected date of delivery, adoption, or placement, and

b) Submit a copy of the Parental Leave Request Form to Human Resources at least thirty (30) days prior to the expected date of delivery, adoption, or placement, along with all documentation required by HR to support the leave, and

c) Submit a completed application for FMLA coverage to FMLASource at least thirty (30) days before the expected date of delivery, adoption, or placement.

To the extent that thirty (30) days' notice is not possible, the employee must comply with (a), (b), and (c) as soon as practicable.

Leave Process:

The six (6) weeks of Paid Parental Leave described in this policy will be available for use for the 6-month period following the date of birth, adoption, or placement. Once an employee commences their paid parental leave, they must take the leave in one continuous six (6)-week period. Any unused paid parental leave will be forfeited.

Paid parental leave taken under this policy will customarily run concurrently with the beginning of leave under the FMLA; thus, any leave for a birth or placement taken under this policy will be counted toward the twelve (12) weeks of available FMLA leave. All other requirements and provisions under the FMLA and the County's FMLA policy will apply. Employees who qualify for paid parental leave will be required to use this leave before other benefit time.

The County will maintain all benefits for employees during the paid parental leave period. Employee payroll deductions for all group health and other voluntary benefit programs will continue during this leave.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

If any County holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

The County may take disciplinary action, up to and including termination, against an employee who uses Paid Parental Leave for purposes other than those described in this policy.