

# **Labor Agreement**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 150, AFL-CIO**

**AND**

**LAKE COUNTY**

**PUBLIC WORKS DEPARTMENT**

**DECEMBER 1, 2008- NOVEMBER 30, 2012**

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## **PREAMBLE**

This Agreement is entered into by and between the County of Lake, Department of Public Works, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 150, Public Employees Department, hereinafter referred to as the "Union"

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 in a classification covered by this Agreement, whether in an introductory, or regular full-time status.
- C.) "Immediate Supervisor" shall be defined as an individual who has a supervisory title, first line supervisory responsibility and is outside the Bargaining Unit.
- D.) "Introductory Employee" refers to any employee who has been working for the Department of Public Works for less than a minimum of six 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 Department of Public Works or another department of the County of Lake. All introductory employees shall serve a minimum introductory period of at least six (6) consecutive months. The discipline, demotion, or discharge of an introductory employee shall not be a violation of this Agreement. An introductory employee has no right to use the grievance procedure contained in Article 7.

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.

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 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**

The Employer recognizes the International Union of Operating Engineers, as the exclusive collective bargaining agents for all Lake County Department of Public Works employees in the following full-time regular job classifications and titles:

Electrician                      Senior Engineering Technician  
Plant Mechanic  
Meter Technician  
Senior Meter Technician  
Operator Trainee  
Operator  
Senior Operator  
Utility Worker  
Senior Utility Worker

Principal Utility Worker

Excluded from the Bargaining Unit:

All other employees of the County of Lake Department of Public Works and all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act. Also excluded are seasonal and temporary employees.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

Section 1.

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 of the Department of Public Works including the right to promote, demote, evaluate, allocate and assign work and overtime;
- b. The right to suspend without pay, demote, discharge and take other disciplinary action against any 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 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 a classification covered by this Agreement which requires a commercial driver's license (CDL) to maintain a CDL Class A with Air Brakes and Tanker Endorsement.

Section 2.

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

## **ARTICLE 5**

### **DUES AND DEDUCTION AND FAIR SHARE**

#### **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. Fair Share**

a. Pursuant to Section 3(G) and Section 6 of Illinois Public Employer Labor Relations Act 5 ILCS 315/1 et. seq. and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union, upon the 31<sup>st</sup> day of employment.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article. The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

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.

b. Nothing contained herein shall require the Employer to take any action to collect any fair share fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

c. Whenever a fair share fee involuntary deduction has been authorized in accordance with the provisions contained in this Article, it shall be the responsibility of the Union to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

## **ARTICLE 6**

### **CONTRACTING OUT**

Except in an emergency, the Public Works Department shall give the Union at least thirty (30) days notice of contracting out bargaining unit work that is beyond current practice and which will 1) result in a layoff of regular bargaining unit employees, or 2) result in a reduction in regularly scheduled hours of regular bargaining unit employees.

Upon request by the Union, the parties will meet to negotiate over the impact of the Employer's decision. In addition, at the union's request the parties will meet and discuss the decision to contract out bargaining unit work that result numbers 1 and 2 above. The County will consider any alternative to contracting out work that the Union may offer. However, the County shall maintain the discretion to make the decision to contract out work.

## **ARTICLE 7**

### **UNION RIGHTS**

#### **Section 1.**

Up to two (2) Union Stewards 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 Public Works Director of such absence and the requested time off will not interfere with the efficient operation of the Department as determined by the Public Works Director or designee. The employee may utilize any accrued time off in lieu of the employee taking such leave without pay. The total time used within a calendar year shall not exceed two (2) weeks.

#### **Section 2. Union Bulletin Boards**

The Employer shall provide Union bulletin boards in the Department of Public Works where employees covered by this agreement are assigned. 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 Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards 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 and a supervisor is informed of their presence on the premise or at the job site.

## ARTICLE 8

### HOURS OF WORK AND OVERTIME

#### SECTION 1. Normal Work Hours for Employees (based on a five-day work week):

- (A) The paid workday for bargaining unit employees is eight hours and the paid workweek is forty (40) hours.
- (B) Hours
  - (1) The normal hours for bargaining unit employees are 7:00 am to 3:30 pm, Monday through Friday.

#### SECTION 2: LUNCH/REST PERIODS

Lunch and Breaks shall be as follows: Two fifteen minute paid breaks, one in the morning and one in the afternoon and one half hour unpaid lunch near the midpoint of each day. Should employees desire, they may combine the afternoon break and lunch and take a forty-five minute lunch break, by mutual agreement between the employee and their immediate supervisor, such approval not to be unreasonable denied. Employees shall be permitted up to ten (10) minutes of drive/wash up time in addition to the lunch periods. Additionally, where the requirements of the job dictate that employees work through their lunch periods, employee shall be allowed to leave work thirty (30) minutes early, at the discretion of the employee and with prior approval of Management or receive the appropriate rate of overtime.

#### SECTION 3: MANDATORY REST PERIOD

Unless an employee agrees otherwise, Employees will not be required to work more than sixteen (16) in a twenty-four (24) hour period without being allowed an eight (8) hour rest period.

## SECTION 5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when require to work in excess of his/her regularly scheduled normal work week and/or work day.
- (B) A bargaining unit employee shall be paid at two times his/her regular hourly rate of pay for all hours worked on Thanksgiving, Christmas and New Years Day. Al other designated fixed holidays shall be paid at one and one half times his/her regular hourly rate of pay for all hours worked.
- (C) Time paid shall be counted as time worked shall be counted for purposes of computing overtime compensations.

## SECTION 6: OVERTIME DISTRIUBTUION

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of inverse seniority. The same is as follows for mandatory overtime. Request for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

The employment of part-time and/or temporary and non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work part-time or temporary personnel on said overtime without violating the Agreement. The parties agree that he following non-bargaining unit employees shall be allowed to continue weekend rounds rotation for as long as they are employed as non-bargaining unit employees:

Dave Newton

Ed Haley

Steve Herr

Jason Pieper

Donn Firnbach

Mike Miller

Non-bargaining unit employees who replace those listed above shall not be eligible for weekend rounds rotation

unless no other eligible employees are available.

#### SECTION 7: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callback shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on a callback, when an employee comes in to work, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

#### SECTION 8: COMPENSATORY TIME

Employees may not accumulate more than 80 hours of compensatory time in any given time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time in November prior to the end of the fiscal year.

#### SECTION 9: ON CALL PAY

- a) Employees assigned or designated on-call who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by electronic technologies including but not limited to Julie locates, SCADA, computer, facsimile machines, and telephones (excluding employee to employee consultations) shall be compensated on the following basis:
1. The 24 hour on-call employee shall be compensated at time and one half their regular rate of pay for one and one half (1.5) hours for each on-call duty. All other on-call employees shall be compensated at time and one half their regular rate of pay for one hour for each on-call day.
  2. If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite station, then the compensation shall be based on the minimum as defined in Section 7 - Call Back. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of "total hours worked". Travel time is not counted as "hours worked".

Employees may trade on call assignments with qualified co-workers with prior approval from their immediate supervisor, such approval not to be unreasonably withheld.

### ARTICLE 9

#### LAYOFF AND RECALL

In the event it becomes necessary for the County to consider the layoff of a regular full-time employee, (excluding introductory employees defined in Article 1 of the definition of terms) the County shall give at least thirty

(30) days written notice to the employee and the Union, indicating the reasons for such layoff. The County shall meet with the Employee and the Union regarding the reasons if the parties so request.

Introductory employees, temporary part time employees and temporary full-time employees will be laid off before regular full-time employees. Thereafter, the employee(s) in the affected job classifications with the least seniority within the job classification shall be laid off. The laid off employee(s) shall be entitled to bump a less senior employee(s) who is covered by this Agreement;

whose job is in a lesser pay grade and;

whose job is within a job family and;

whose job he/she can perform without training

Ability to perform the job shall be understood to mean able to reach performance acceptability within a reasonable period of time (two weeks). Job Families are as follows:

**Electrician Series**

Electrician

**Plant Mechanic Series**

Plant Mechanic

**Meter Technician Series**

Meter Technician

Senior Meter Technician

**Operator Series**

Operator Trainee

Operator

Senior Operator

**Utility Worker Series**

Utility Worker

Senior Utility Worker

Principal Utility Worker

Employees laid off from their original job classifications and who do not choose to bump into another job classification pursuant to their seniority shall be laid off. Employees who choose to bump shall maintain their current salary unless it exceeds the maximum of the lower pay grade; at this point their salary shall be lowered to the maximum of the pay grade.

**Section 2. Recall**

A.) Employees who are laid off pursuant to this provision shall be recalled in the inverse order of layoff to the job classification within their job family pursuant to procedures outlined above. Recalls shall be made by

contacting the employee by telephone or through the U.S. mail service. It will be the employee's responsibility to provide the County with the most current contact information. Recall rights shall continue for one year after an employee has been laid off.

B.) An employee shall return to work on his/her next scheduled shift following the expiration of 72 hours after contact is attempted by the Employer in accordance with Section 2A above. However, the employee may be allowed up to ten (10) working days from the date of notification if such time is required to give notice to another employer. In the event that the employee fails to report to work at said time, unless excused by the Employer, the County may elect to recall the next employee entitled to recall or if no employees are entitled to recall, hire a new employee to fill such vacancy. Employees who fail to return to work within the time specified shall not be eligible for further recall rights.

## **ARTICLE 10**

### **SENIORITY**

#### **Section 1. Seniority Defined**

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

#### **Section 2. Breaks in Continuous Service**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

#### **Section 3. Seniority List**

Once each year the Employer shall post a 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 a minimum of 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. The Employer may transfer employees between work locations based upon operational needs. The Employer will ask for volunteers from those qualified employees at the current site (the site(s) from which the employee(s) may be transferred from). If no qualified employee accepts the transfer voluntarily, the Employer shall transfer the employee with the least seniority.

## **ARTICLE 12**

### **UNIFORMS**

#### **1. Uniforms**

Bargaining unit employees shall receive, at no cost to the employee, on an annual basis the following items:

- Up to 5 short sleeve shirts
- Up to 5 long sleeve shirts
- Up to 5 pairs of shorts or pants
- Safety Shoes, 1 pair (up to \$125 value)

In addition, employees may receive annually, one replacement pair overalls, one replacement jacket and one replacement coat, upon approval of the Manager of Operations or the Manager of Maintenance, based on wear and/or damage of the clothing items.

#### **2. Protective Clothing**

The Employer shall provide all necessary items of protective clothing and safety gear, which shall include, but shall not be limited to, gloves, masks, protective clothing and safety face gear.

#### **3. Prescription Safety Glasses**

Bargaining unit employees who are subject to assignment or situations necessitating protective eye glasses shall be reimbursed for purchasing safety glasses as follows:

- (A) Reimbursement may be made once every two years from the date of purchase;
- (B) The Employer shall reimburse 100% of the cost for one pair of prescription safety glasses up to a maximum of \$100.00.

## **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 behind the collective bargaining agreement and replacements will be furnished if current policies change.

## ARTICLE 14

### PERSONNEL RECORDS

Personnel records will be released: (1) 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 Public Works Director or to the Director of Human Resources.

## ARTICLE 15

### DISCIPLINE

#### Section 1. Employee Discipline

The Employer shall not discipline or discharge any post-introductory or non-temporary employee without just cause. 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, may be used for four (4) years when determining the action to be taken.

#### Section 3. Right to Union Representation

Upon employee request, an employee shall have the right to Union representation 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 in compliance with *NLRB v J Weingarten, Inc.* 420 U.S. 251.

## ARTICLE 16

### GRIEVANCE AND ARBITRATION

#### Section 1. Preamble

It is mutually desirable and hereby agreed that all grievances shall be 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. For purposes of this Article, "just cause" is defined to include, but is not limited to any behavior that is listed as unacceptable in Ordinance 10.1 of the Lake County Personnel Policies and Procedures.

#### 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 Supervisor (or his representative) 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 Supervisor (or his representative) 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 her representative) within ten (10) calendar days following the receipt of the Immediate Supervisor's (or his representative's) answer in Step One, or the failure of the Immediate Supervisor (or his representative) to answer within the ten 10 calendar days as set forth in Step One. The Department Head (or her representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the Facilities Manager (or his representative), and the employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Department Head (or her representative) 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 representative) within ten (10) calendar days from the receipt of the Step Two response from the Department Head (or her representative) or the failure of the Department Head (or her representative) 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 representative) 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 representative) shall give the Union the Employer's answer within ten (10) calendar days from the date the Director of Human Resources 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' answer at Step Three or the failure of the Director 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 the Lake County Department of Human Resources 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' answer at Step Three or the failure of the Director of Human Resources 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 Director of the Lake County Department of Human Resources.

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 representative) 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 representative, 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 representative) 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 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.

D.) The Union shall have 30 days to request an arbitration list. Upon receipt of the arbitrator list the

parties shall complete the striking process within 30 days. After the arbitrator has been selected the parties must schedule the date for the arbitration within 30 days. Each party shall have one opportunity to cancel a scheduled meeting. After the first cancellation the party cancelling the second time shall be required to pay the entire arbitration cost.

## **ARTICLE 17**

### **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 any Union to comply with the provisions of Section 2 above, any agent or official of that 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 may be subject to immediate discharge.

## **ARTICLE 18**

### **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 maintain a Safety and Health Policy 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 19**

### **EMPLOYEE TRAINING AND EDUCATION**

Employee training and education shall remain according to current practice and procedure.

## **ARTICLE 20**

### **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, the Drug and Alcohol Policy contained in Appendix A, attached to this Agreement. All other employees shall be subject to drug and/or alcohol testing on a reasonable suspicion basis.

## **ARTICLE 21**

### **SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be 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 shall not be discussed at such meetings.

### **ARTICLE 23**

#### **AUTHORITY OF CONTRACT**

##### Section 1. Prevailing Rights

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that, during the negotiations which resulted 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. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly 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, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

### **ARTICLE 24**

#### **CAREER ADVANCEMENT**

Employees shall continue to move through the grades in accordance with current practice as well as meeting the Career Path requirements as set forth in Appendix C.

## ARTICLE 25

### 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 ("Union 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 Union Plan for payment of insurance premiums shall be as follows:

#### **Effective June 1, 2009**

Single Coverage	\$503 per month
Family Coverage	\$1,258 per month

#### **Effective January 1, 2010**

Single Coverage	\$516 per month
Family Coverage	\$1,290 per month

In all subsequent calendar years during this agreement, it is agreed that the amounts charged by the Union to the Employer shall not exceed a ten (10%) percent increase above the rates in effect during the prior calendar year. The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15<sup>th</sup> 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 Union Plan upon a qualifying event as defined in federal and state statutes. Employees and their dependents shall have the right to continue the Union insurance coverage in retirement. Widows and eligible dependents of retired members shall have the right to continue the Union insurance coverage with the same benefit coverage and premium upon the member's demise.

Midwest Operating Engineers Local 150 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 coverage 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 than 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 26**

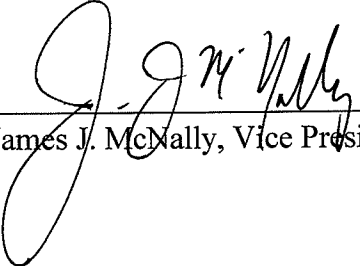
**TERMINATION**

This Agreement shall be effective as of the 1st day of December, 2008, and shall remain in full force and effect until the 30th day of November, 2012 and year to year thereafter, unless not more than 120 days, but not less than 60 days prior to December 1, 2012 either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement.

**LAKE COUNTY  
PUBLIC WORKS**

By: \_\_\_\_\_  
Authorized Representative

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
Local 150 AFL-CIO**

By:  \_\_\_\_\_  
James J. McNally, Vice President

## APPENDIX A

### 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 drivers 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

For all job classifications covered by this Agreement which require a CDL, said employees holding such positions are required to maintain a valid CDL as a condition of continuing employment and shall adhere to the following

- 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 work day 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 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)(1).
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 on duty.
  - 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 2001. 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 2001. 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. Department of Transportation 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 employees 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

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.

#### 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 Administration or the Director of Human Resources.

#### IX. VOLUNTARY REQUESTS FOR ASSISTANCE

Employees should refer to Article 12 regarding the Employee Assistance Program.



## APPENDIX B

### LEAVES OF ABSENCE

#### 4.1 Paid Holidays

*Effective Date:* Original

*Revision Date:* February 9, 1999

##### Policy

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

New Year's Day	January 1st
Martin Luther King's Birthday	January 15th
Lincoln's Birthday	February 12th
Good Friday	The Friday before Easter Sunday
Memorial Day	May 30th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
General Election Day	On which U.S. House of Representatives are elected
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day and Election Day (when it occurs) are fixed holidays. All other holidays are floating holidays. On the floating holidays, departments are required to remain open.

- (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 the 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 on 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 as 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 within 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 within 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. For hourly workers, the time will be recorded on the time card and posted on the Payroll Claim Form. For exempt employees, holiday leave is to be posted on the Payroll Claim Form. Benefit time balances are available bi-weekly on the summary of Benefits Hours Report.

#### **4.2 General Leave**

*Effective Date:* Original

*Revision Date:* February 9, 1999 and November 9, 1999.

**Policy**

(1) **Accrual Rates**

- a. Regular full-time employees accrue general leave credit on a bi-weekly basis at the following rates (according to years of active and continuous service):

1-5 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

EXAMPLE: Mary began work on February 1, 2000. On February 1, 2005, she completed five (5) years of continuous active service. During the twelve (12) months preceding her anniversary on February 1, 2005, Mary accrued two (2) weeks of general leave credit. However, when Mary started her sixth year of employment on February 1, 2005, her accrual rate increased to 3 weeks per year.

- b. The County Administrator may, in their discretion, recognize non-county years of service for the purpose of computing vacation and offer up to three weeks accrual per year of general leave time to senior manager level employee (grade 17 or higher) when necessary to recruit or retain the best qualified candidate for a County position.

- c. Regular part-time employees accrue general leave credit on the same continuous years of service basis as regular full-time employees, except that it is prorated according to the number of hours actually paid, including benefit time. The prorated formula is:

1-5 years of service:	1 hr. of leave for each 26 hrs. worked
6-12 years of service:	1 hr. of leave for each 17 ½ hrs. worked
13 years of service:	1 hr. of leave for each 13 hrs. worked

- d. New employees become eligible to use accrued general leave credit upon satisfactory completion of their six-month introductory period. At that time, general leave credit will be applied retroactively to the date the employee started working for the County.

- e. Temporary full-time and temporary part-time employees do not accrue general leave credit.

- f. Employees will not accrue general leave credit 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. Also, the employee's accrual rate for general leave credit will be based on the time that the employee has been on the County payroll. If the employee has been on an unpaid leave or on IMRF disability leave, that time will not be counted when figuring the employee's length of service and accrual rate.

For instance, if an employee is in her sixth year of employment with the County but has not been on the payroll for more than five years (due to unpaid leave or IMRF disability), the employee will only accrue two weeks of vacation per year.

- g. Break in service: Employees who leave their employment with Lake County in good standing, and are ultimately re-hired within 30 months may have their accrual rate reinstated.

(2) When General Leave May be Taken

- a. No employee may take general leave within the first six calendar months of employment or while the employee is still serving his introductory period (even if the introductory period is extended beyond six months). Any employee who has satisfactorily completed his introductory period may take general leave as it is accrued, under conditions established by his Department Head in accordance with this section.
- b. If an employee leaves County employment before satisfactorily completing his introductory period, the employee will not receive payment for his accrued general leave credit.

EXAMPLE: Jane began work on February 1, 2004 and terminated on June 15, 2004. She is not entitled to receive any payment for general leave credit accrued at the time of separation.

- (3) Employees must submit their request for general leave to their Department Head at least two (2) weeks in advance of the intended absence and indicate the date and duration of the leave time requested. Department Heads may require this notification in writing. Department Heads may waive this notification in emergency situations when advance approval cannot be obtained. Department Heads may deny a leave request if it interferes with the efficient and effective operation of his department or the County. Leave time should be so scheduled so that temporary help is not required or overtime payments made to present employees.
- (4) If a holiday occurs during an employee's general leave period, an additional day of general leave time will be allowed.
- (5) In order to accommodate changes incurred by the implementation of the BOSS system, employees will be permitted to carry general leave time balances in excess of 330 hours from July 1, 2004 through November 30, 2005.

However, effective December 1, 2005, the 330 hour limit will be re-instated and employees will not be permitted to carry general leave time balances in excess of 330 hours. After November 30, 2005, employees will stop accruing general leave credit if their general leave time balance exceeds 330 hours in any pay period and employees who leave County employment will not receive monetary reimbursement for any hours that exceed the 330 hour limit.

Department Heads may, with the concurrence of Human Resources and the Financial and Administrative Committee, designate key employees who may exceed the 330 hour maximum for one year. In certain instances, if the accrual of 330 hours interferes with the efficient operations of the department, the Department Head may set a limit, lower than 330 hours of accrual. However, in those situations the Department Head will give the affected employee three months notice.

EXAMPLE: Sam earns four weeks a year and has a 230 hour balance on the anniversary date of his employment. Only 100 out of the 150 hours he is eligible for, will be applied to his balance for a maximum

of 330. Sam will not receive monetary reimbursement for the extra 50 hours.

- (6) Employees who are eligible for general leave may take such time and split it into separate increments, but at no time shall leave credit be split into less than one-half (1/2) hour.
- (7) General leave time may be applied toward the use of the Family and Medical Leave Act. Please see Section 4.8 for more details.
- (8) Transfers: An employee who transfers from one County Department to another County department shall retain general leave accrued and remain in continuous service for purposes of earning future general leave. The department from which he transferred shall certify, in writing, the leave balance as of the date of the transfer.
- (9) Terminations: Effective July 1, 2004, upon the termination of an employee eligible to use general leave, (i.e. one who has successfully completed his introductory period and has been actively employed a minimum of six (6) consecutive calendar months, all accumulated leave credit will be paid as of the date of termination on his final check, up to a maximum of 330 hours.

Employees eligible for general leave who terminate their employment because of death or retirement shall receive payment for any unused general leave in a final paycheck, up to a maximum of 330 hours.

### **4.3 Military Training Leave and Military Leave of Absence**

*Effective Date:* Original

*Revision Date:* November 14, 2000

#### **Policy**

Military Leave will be granted to employees in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). (Title 38 U.S. Code, Chapter 43).

#### **Purpose**

The purpose of this policy is to encourage participation and support of the uniformed services. The County encourages its employees to participate in the exercise of patriotic duty. This policy holds true for employees whether they joined before or after employment with the County. This policy covers all employees who serve in the uniformed services and includes the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

#### **Procedure**

##### **A. Pay and Benefit Time Considerations**

For those employees who comply with the notice requirements described under Training Orders below, the County will pay the difference between the government base allowance and the employee's base salary for two (2) consecutive workweeks per year during the time that the employee attends their annual two week military training

period. Employees who fail to comply with the above requirements or who do not attend an annual two week military training period will not be eligible for that compensation. The employee should remit, through his/her Department Head, payment received from the military to the Lake County Treasurer within fifteen (15) days of receipt. He/she will receive his regular straight time wage or salary without overtime payments. A full accounting of the money received should be made and a copy given to the employee for tax purposes.

If an employee believes that they were unfairly denied such compensation, the employee may submit a written complaint to the Lake County Director of Human Resources. The Director may, in his or her discretion, review the written complaint and either grant or deny the request for compensation. The decision of the Director will be final and unappealable and not subject to any grievance procedure.

Employees may, but are not required to, use their vacation leave while attending annual training or on a military leave of absence. Vacation leave and sick leave, however, will not be accrued during a military leave of absence. Employees should contact Human Resources for further benefits information especially if the length of military leave exceeds 30 days.

#### B. Training Orders

Employees who serve in the reserves must submit their annual military training schedule to their supervisor as soon as it is received by the employee. At the very latest, the employee must submit their schedule to their supervisor two weeks before the first date that the employee is scheduled to report for duty. The schedule that the employee submits must be typed on official military letterhead and must be signed by the base commander. The commander's rank and telephone number must be clearly stated on the schedule. Employees are responsible for ensuring that their supervisor has received a copy of their schedule.

If an employee volunteers or is ordered to attend training that is not included on their annual military obligation schedule (such as an employee's two week training leave) the employee must give their supervisor a copy of their written orders at least two weeks in advance of the need for leave so that the request can be verified with the employee's base commander. The reporting dates for such training must be typed on official military letterhead and signed by the employee's base commander.

Employees will be excused from the above notice requirements if their ability to give notice was precluded by military necessity or for other reasons outside the employee's control. When such situations arise, the employee must immediately notify their supervisor so that he or she can contact the employee's base commander to confirm the reasons precluding the employee's ability to give notice.

#### C. Reporting Back to Work

If an employee is absent from work for military service that lasted from 1 to 30 days, the employee can be required to report to his or her supervisor by the beginning of the first regularly scheduled work day that falls eight hours after the end of the last calendar day for military service. For example, if an employee is on military service until 10:00 pm on December 1, the employee can be required to report to work for the 6:00 am shift on December 2.

If an employee has been absent for a period of service of 31 days or more, the employee may, in accordance with the Uniformed Services Employment and Reemployment Rights Act, be required to submit documentation showing that their application for re-employment is timely, that they have not exceeded the five-year service

limitation and that their separation from service was not for a disqualifying reason under Section 4304 of the Act.

#### **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**

*Effective Date:* March 6, 1986

*Revision Date:* September 15, 1990

*Revision Date:* March 9, 2004

##### **Policy**

The sick leave program enables eligible employees to accrue benefit time to be used in the event of illness or serious injury. If an employee has accrued sick leave benefits, he will be paid for approved absences that occur during normally scheduled work hours. Employees may use their accrued sick leave for their own health condition or to care for an immediate family member who requires the employee's care and attention. (See section on FMLA leave for definition of "immediate family member".) Sick leave may not be used as a substitute for general leave or for hours that the employee was not scheduled to work.

Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from his Department Head or designee, and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operations.

Employees may start to use their accrued sick leave benefits once the employee has worked one full calendar month of employment with the County.

## **Rates of Accrual:**

Effective July 1, 2004, sick leave benefits will accrue on a bi-weekly basis.

Eligible full-time employees will accrue one (1) sick day for each month worked. Part-time employees who are scheduled to work more than 600 hours per calendar year will accrue sick leave on a pro-rated basis per pay period according to the number of hours the employee actually worked.

The following employees will not accrue sick leave benefits: employees who are scheduled to work less than 600 hours per calendar year; employees who are on an unpaid leave of absence (including but not limited to unpaid FMLA leave, extended medical leave of absence, or personal leave of absence) and employees who are receiving IMRF disability benefits.

## **Procedure**

- (1) To receive compensation for sick leave, an employee must notify his Department Head or designee of his intended absence prior to the start of each workday that the employee will not be at work. If an employee misses more than one day of work, the employee is still required to call in prior to the start of each workday unless the employee has been placed on an approved FMLA leave or medical leave of absence. If an employee is requesting to use sick leave for a medical appointment, the employee must notify his Department Head or designee as soon as the appointment is scheduled.

When giving notice of an intended absence, the employee must comply with any policy or order issued by his Department Head or designee regarding the time and manner of notification. Failure to comply with the department's policy or order 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.

- (2) Upon request, the employee may be required to submit a physician's statement to verify that the employee was under doctor's care and/or to confirm that the employee is fit to return to duty and can perform the essential functions of his job. If an employee has received work restrictions from a physician, the employee must communicate those restrictions to his Department Head before the employee returns to work.

Failure to provide a physician's statement or requested documentation may delay the employee's return to work and may result in disciplinary action and/or the denial of paid benefit time.

- (3) Prior to returning to work, an employee may be required to have a fitness for duty examination conducted by a physician of the County's choosing and at the County's expense. Requests for fitness for duty examinations must be approved by the Lake County Director of Human Resources.
- (4) A Department Head or designee may direct an employee who appears ill to leave work to protect the health of other employees.
- (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) A Department Head or designee, with the concurrence of the Director of Lake County Human Resources or his designee, may direct an employee to leave work if there is reason to believe that the employee is unable to perform the essential functions of his job with or without a reasonable accommodation or if the employee has presented work restrictions that prevent the employee from performing the essential functions of his position with or without a reasonable accommodation. If the employee does not have benefit time available to cover such an absence, the absence may be unpaid.
- (7) 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 Section 4.8 (A) FMLA for further details.)
- (8) 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. Currently, there is no restriction on the amount of sick leave that employees may carry in their sick bank but there are restrictions on how much reimbursement employees may be eligible to receive for their sick leave as provided below.

#### **Compensation for Unused Sick Leave:**

- (1) **Annual Sick Leave Reimbursement**  
Eligible employees with at least thirty (30) unused sick leave days in their sick bank may elect to receive cash reimbursement for sick leave days that they accrued during the current fiscal year (that are in excess of their thirty day sick bank), minus any sick leave days taken that year, at 50% value (calculated at the employee's current hourly rate) minus taxes and deductions.

This reimbursement option is only offered to employees once a year, usually at the end of the fiscal year, and the employee's decision is binding. If reimbursement is chosen, the employee will only be reimbursed for unused sick leave days accrued during that fiscal year. The employee cannot elect reimbursement for just a portion of that time or for days accrued during prior years. If the employee does not elect cash reimbursement and instead, chooses to bank his unused sick time, his sick leave days for that year will remain in his sick leave bank and cannot be claimed for annual reimbursement in subsequent years.

- (2) **Reimbursement at End of Employment**  
Employees who leave County employment in good standing and have at least thirty (30) unused sick leave days in their sick bank on the last day of their employment may receive reimbursement at 50% value for all unused sick leave accumulated up to a maximum of sixty (60) days.
- (3) **Pension (IMRF or SLEP) Service Credit for Unpaid, Unused Sick Leave.** Under certain conditions, a retiring, vested employee can receive up to a maximum of one (1) year of pension service credit for accumulated, unused, unpaid sick leave. Illinois Municipal Retirement Fund (IMRF or SLEP) service time will be credited to a retiring employee as follows:

- a. 20 days will be considered one month; any portion of a month will count as an additional month. For example, an employee with at least 20 days accumulated sick leave will receive one month of pension service credit; an employee who has accumulated 21 days of sick leave is entitled to two months of pension service credit. The pension service credit provision does not require member (employee) contributions and applies solely to employees terminating for retirement purposes. The effective date of the pension payments must be within 60 days of termination.
- b. Accumulated, unpaid, unused sick leave may not be used to establish any minimum service requirements for any other provisions of the IMRF Act, such as:

Eight year vesting requirement.

One year service requirement for reciprocal service.

Thirty-five (35) year service requirement for no pension reduction under age 60.

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

#### **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 825.113)

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. Unless medically necessary, such leave may not be taken in segments or intermittently without the written approval of the employee's Department Head.

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.

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 of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to such condition, that also involves either (1) treatment for two or more times by a health care provider, nurse or physician's assistant or by a provider of health care services under orders from, or on referral by a health care provider; or (2) treatment by a health care provider on one occasion that results in a 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, requires periodic visits to 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 825.114. 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.

## 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 the County 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.

Employees who are placed on FMLA leave will have their time off counted against their 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 the County designates missed time 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 provide an acceptable explanation, the employee may be subjected to discipline, denied further leave 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, the County 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.

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. For example, if an employee who normally works five days a week uses one day of FMLA leave, the employee would use 1/5 of a week of FMLA leave. Similarly, if a full-time employee who normally works 8-hour days works 4-hour days under an intermittent FMLA leave schedule, the employee would use 1/2 week of FMLA leave each week. If an employee's normal workweek exceeds 40 hours, the calculation of total FMLA leave available for pro rata reduction of total leave entitlement during an intermittent FMLA leave will be based on the employee's normal work week—even if it exceeds 40 hours. Where an employee normally works a part-time schedule or variable hours, the amount of FMLA leave to which an employee is entitled is determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. For example, if an employee who normally works 30 hours per week works only 20 hours a week while on intermittent leave, the employee's ten hours of leave would constitute one-third of a week of FMLA leave for each week the employee works the intermittent leave schedule. 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 the County's 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.

#### 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. If an employee has benefit time available, the employee will be required to use his or her accrued sick leave, floating/ holiday hours, and general leave time, in that order. However, if an employee qualifies for IMRF disability payments, the employee will not be required to use his paid benefit time once he satisfies 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.

An employee may elect to use compensatory time for FMLA leave but is not required to do so. Personal leave time under Section 4.7 may not be used for FMLA 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:**

##### (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 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 his immediate supervisor and Human Resources 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.

##### (b) Application for Leave and Medical Certification:

An employee requesting leave must complete the prescribed "Application for Family and Medical Leave" and submit a medical certification, the "Certification of Health Care Provider," completed 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. Both the application and the medical certification should be submitted directly to Human Resources. Copies of the application will then be forwarded to the Department Head's attention for approval. The FMLA application must be approved by the Department Head and Human Resources.

The application for leave must state the date the employee is expected to return to work. The expected return to work date may not be more than twelve weeks from the start of the FMLA leave.

The medical certification for the employee's own serious health condition must state the following:

- the date on which the serious health condition began, the probable duration of the serious health condition and the date the employee can be expected to return to work;
- the appropriate medical facts regarding the condition;
- if additional treatments will be required for the condition, an estimate of the probable number, frequency and duration of such treatments;
- whether the employee is unable to perform any one or more of the essential functions of his job, including any specific functions that the employee is unable to perform
- if the certification is for intermittent leave for planned medical treatment, the certification must also state the dates on which such treatment is expected to be given and the duration of such treatment.

An application for leave based on the serious health condition of the employee's spouse, child or parent must also be accompanied by a "Certification of Health Care Provider," completed by the applicable health care provider. The certification must state the following:

- the appropriate medical facts regarding the condition;
- an estimate of the amount of time (frequency and duration) that the employee is needed to care for the family member.

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 by Human Resources.

If an employee fails to complete the application or medical certification in full or fails to submit the application or medical certification within the designated time frames, the employee may be treated as absent without approved leave and the employee's leave may be delayed or denied. The employee may also be subjected to disciplinary action and/or denied the use of paid benefit time.

The County may, at its own expense, require an employee to obtain a second medical opinion from a health care provider chosen by the County to confirm the existence of a serious health condition. The County further reserves the right to require recertification of the serious health condition during the employee's leave and/or to require periodic reports on the employee's return to work status.

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

#### 6. **Intermittent Leave:**

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



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 employee's Department Head and Human Resources.

Employees needing intermittent leave must attempt to schedule their leave so as not to disrupt the County's operations. If the employee has foreseeable planned medical treatment, a 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, he or she will be required to use their sick leave, floating holiday hours, and general leave time, in that order, to cover their absences. After their accrued benefit time is exhausted, the remainder of their FMLA leave will be unpaid. Personal leave time may not be used for intermittent family medical leave.

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 unless the employee receives the express written approval of his Department Head. If this approval is given, the leave must be taken and completed during the first twelve months of the child's birth or placement and the Department Head may rescind approval at any time.

By agreement between the employee and the Department Head, an employee may choose to take medical leave on a reduced leave schedule. This may involve reducing the employee's work hours per workday or workweek during the leave.

#### **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 he made to the plan before taking leave. Failure of the employee to pay his/her 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 he or she does 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 his 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 Human Resources and his Department Head 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 Human Resources and their respective Department Head at least seven (7) working days prior to their originally scheduled return to work date and confirm their return to work status.

If an employee's own medical condition prevents him from returning to work at the end of his FMLA leave, the employee must notify Human Resources and his Department Head no later than seven (7) business days before his return to work date and either request additional FMLA leave time (if the employee has not exhausted his 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, the "Certification of Health Care Provider," 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 his 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 his 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 his own serious health condition, the employee must notify Human Resources and his Department Head no later than seven (7) business days before his original return to work date and either request additional FMLA leave time (if the employee has not exhausted his 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 his originally scheduled return to work date. If the employee does not return to work on his 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 his own serious health condition, he must submit the following documentation to Human Resources and his Department Head at least two (2) working days before his return to work date:

- (1) a statement from his treating physician certifying that he is fit to return to duty and that he can perform the essential functions of his 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 his 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 his position. An employee may also be required to provide medical documentation to substantiate that he has an ADA disability and needs the reasonable accommodation being requested.

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

#### 10. **Reinstatement:**

Upon return from FMLA leave, an employee will either be restored to his 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 he did not intend to return to work at the end of his 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 his 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 his 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;
- 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 he went on FMLA leave, upon his return to work, his 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 his 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 equivalent positions. The determination as to whether a position qualifies as "equivalent" will be made by the Lake County Director of Human Resources or his designee. 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 employee's Department Head and the Lake County Director of Human Resources or designee. Employees will not be approved for an extended medical leave of absence unless the employee was previously approved for and has already exhausted his 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 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.

- (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, compensatory time and general leave 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, the "Certification of Health Care Provider," 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. Subject to the approval of the Lake County Director of Human Resources, the County may require, at the County's expense, that the employee submit to a medical examination by a physician (chosen by the County) to determine the need for leave and/or whether the employee is able to return to work and perform the essential functions of his position.
- (3) During an extended medical leave, employees may be required by the Lake County Director of 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 the Lake County Director of Human Resources.
- (4) As soon as leave is granted (or where it is extended), the Department Head should forward a Personnel Action Form (PF-04) to Human Resources noting that the employee is on leave.
- (5) To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.
- (6) 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.
- (7) Employees on an extended medical leave must notify Lake County Human Resources and their Department

Head in writing at least ten (10) 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. At that time, the employee must provide Human Resources with a fitness for duty certification from his treating physician certifying that he is fit to return to duty and that he is able to perform the essential functions of his job with or without a reasonable accommodation. If the 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 his position.

- (8) Before an employee is allowed to return to work, the Lake County Director of Human Resources may require that an employee provide further medical information from his physician and/or submit to a fitness for duty examination (conducted by a physician of the County's choosing and at the County's expense). Lake County 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.
- (9) Upon return from an extended medical leave of absence that lasted three months or less, the employee may be returned to his original position, if available, or to an open position in the employee's department that the employee is qualified for and the best candidate to perform. If the employee's original position was filled while the employee was on leave and a comparable position in the same department (that the employee is qualified for and the best candidate to perform) is not available, the employee may be placed in a position (that the employee is qualified for and the best candidate to perform) with a lower grade level and lower rate of pay. If no such position is available in the employee's department, the employee may be discharged from employment. In such cases, neither a reduction in pay and/or grade or a discharge from employment may be grieved under the Lake County Grievance Procedure.

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 his 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 his physician or failed to submit to a requested fitness for duty examination; (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 his extended medical leave of absence. If an employee is denied re-instatement for one of these reasons, his 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 he went on leave, upon his return to work, his 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.

- (10) An extended medical leave of absence may not exceed three (3) months. However, an employee may request up to an additional three months of leave by submitting a written appeal to the Lake County Director of Human Resources. If this appeal is granted by Human Resources and the employee's Department Head, the employee may receive additional leave time but the employee will not be guaranteed reemployment at the end of this additional leave period. 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.

A written appeal 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 written appeal should be made as soon as the employee realizes that he will not be able to return at the expiration of the extended medical leave period but at a minimum, the appeal must be received by the Director of Human Resources no later than ten (10) business days before the employee's current medical leave is set to expire.

If an employee fails to return to work upon the expiration of his extended medical leave of absence, his employment may be terminated unless the Lake County Director of Human Resources and the employee's Department Head have approved an extension of leave.

If a non-introductory employee has exhausted his 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.)

If an employee is not eligible for FMLA leave but is a qualified individual with a disability (as defined by the Americans with Disabilities Act) and wishes to request a temporary leave of absence as a reasonable accommodation, 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 the employee's Department Head and the Lake County Director 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 the employee's Department Head and the Lake County Director of 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 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 (PF-05) for personal leave. If the leave is granted, the Department Head should forward a Personnel Action Form (PF-04) to Human Resources noting that the employee is on 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 his personal leave of absence, his employment may be terminated unless the Lake County Director of Human Resources and the employee's Department Head have approved an extension of leave. If the employee is terminated from employment for failing to return to work on his 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 his or her accrued compensatory time to compensate for this absence. An employee of Lake County wishing to take leave to visit a child's school must make a written request to his Department Head or designee at least seven calendar days in advance.

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

An employee who is a victim of domestic violence or sexual assault, or who has a family or household member who is a victim of domestic violence or sexual assault, may receive up to twelve (12) weeks of unpaid leave per twelve (12) month rolling time period for the following reasons:

- (1) To seek medical attention for, or recovery 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 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 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, 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 rolling time period. The 12-month "rolling" time period is determined by measuring backwards from the date the employee is placed on leave. In determining eligibility and how much VESSA leave an employee may be entitled to, the County will subtract any VESSA time that the employee used during the preceding twelve months from the 12- week entitlement.

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 rolling twelve month period.

## 2. **Applying for VESSA Leave**

The employee must provide his Department Head and 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 his or her 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 his 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 the County 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 his VESSA leave. If an employee has benefit time available, the employee will be required to use all of his accrued general leave and floating/holiday hours before going on unpaid status. If the reason for the VESSA leave meets the eligibility requirements for sick leave, the employee will also be required to exhaust all of his 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 his paid benefit time once he satisfies IMRF's waiting period. If the employee stops receiving IMRF disability payments while the employee is still on VESSA leave, the employee will then be required to 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.

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, he will be required to use that time to cover his 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 he made to the plan before taking leave. Failure of the employee to pay his 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 the County that he does 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 his 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 his accrued benefit time and goes on unpaid status. However, an employee on VESSA leave will not lose length of service benefits that accrued before he 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 his 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 his Department Head 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 and his Department Head at least five (5) working days prior to his return to work date and confirm that he 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 and his Department Head and least two (2) working days prior to his return to work date. At that same time, if the employee has concerns about the safety or security of his 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 his 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 he did not intend to return to work at the end of his 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 his 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;
- 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 he went on VESSA leave, upon his return to work, his 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.

The County cannot guarantee that an employee will be returned to his original position and reserves the right to place an employee in an equivalent position. The determination as to whether a position qualifies as "equivalent" will be made by the Lake County Director of Human Resources or his 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 his 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 he has been subjected to discrimination because he is or is perceived to be a victim of domestic or sexual violence or; (2) if the employee believes that he has been subjected to retaliation for taking VESSA leave or otherwise exercising his 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.

#### **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 manmade 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 affect 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 thereof) for the period they volunteer services, up to 15 working days per event. Compensation shall not exceed an employee's 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.

**APPENDIX C**

**CAREER PATH PLANS (CHARTS)**

WATER/WASTEWATER PLANT OPERATOR CAREER PATH PLAN

JOB CONTENT SUMMARY

Job Knowledge Required

OPERATOR TRAINEE

- Simple mechanical equipment repairs.
- Fundamental electric systems.
- Instrument and gauge reading.
- Basic chemical usage.
- Simple water/sewer piping systems.
- Buildings and ground maintenance.

Promotional Requirements for:  
W/WW PLANT OPERATOR

- General mechanical equipment repairs.
- Moderately complex electric systems and controls.
- Basic process adjustments.
- General chemistry.
- Small water/sewer piping systems.
- Building and grounds maintenance.
- Fundamentals of water/sewer practices.
- EPA rules and regulations.

Promotional Requirements for:  
SENIOR W/WW OPERATOR

- Complex mechanical equipment repairs.
- Complex or high voltage electric systems and controls.
- Complex process adjustments.
- Advanced chemistry.
- Major water/sewer piping systems.
- Building and grounds maintenance.
- Intermediate water/sewer practices.
- EPA rules and regulations.

Supervision Received

- Immediate

Impact of Error

- Minor equipment failure.
- Minor service interruption.
- Customer complaint.
- Minor regulation violation.
- Minor expense to department.

- General

- Significant equipment failure.
- Significant service interruption.
- Customer complaints.
- Regulation violation and formal inquiry by EPA.
- Significant expense to department.

- Direction.

- Major equipment failures.
- Prolonged service interruption.
- Extensive customer complaints.
- Major violation and formal inquiry by EPA with potential fines.
- Major expense to department.

UTILITY WORKER CAREER PATH PLAN

JOB CONTENT SUMMARY

GENERAL UTILITY WORKER

Communications

- Number of customer complaints.
- Equipment failures or emergencies.
- Completion of assigned work task.

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Demonstrated Proficiency Required for Promotion

Education

- High school or equivalent.

Training

- On-the-job training with higher grade Utility Workers.
- Attends at least one specialized course or seminar, such as pump repair school and OSHA Training Institute courses.

Work Experience

- None
- One year as General Utility Worker.

Training and Certification Factors

- Valid CDL-B Driver's License.
- Valid CDL-A Driver's license.
- Passage of DHR administered examination for SUW.

Promotion Requirements for:  
SENIOR UTILITY WORKER

- Number of customer complaints.
- Major equipment failures and emergencies.
- Completion of assigned work task.

Promotion Requirements for:  
PRINCIPAL UTILITY WORKER

- Completion of maintenance of injury logs.
- Number of customer complaints.
- Major equipment failures and emergencies.
- Completion of assigned work task and job history.

- High school equivalent.

- Attends at least 2 specialized courses or seminars, such as pump repair school and OSHA Training Institute courses.

- 2 years as Senior Utility Worker.

- Valid CDL-A Driver's License.
- Passage of DHR administered examination PUW.



WATER/WASTEWATER PLANT OPERATOR CAREER PATH PLAN

Demonstrated Proficiency  
Required for Promotion

OPERATOR TRAINEE

Promotional Requirements for:  
W/WW PLANT OPERATOR

Promotional Requirements  
for:  
SENIOR W/WW OPERATOR

Education

- High school or equivalent.

- High school or equivalent.

- High school or equivalent.

Training

- On-the-job training with certified operators.

- Fundamental W/WW course at CLC., or accredited school; or;

- Intermediate W/WW courses at CLC or accredited school; or

- Specialized course or seminar by IEPA; or other appropriate agency.

- Specialized courses or seminars by IEPA. (2); or other appropriate agency.

Work Experience

- None.

- 1 year as W/WW Operator trainee.

- 2 years as W/WW Plant operator.

Training and  
Certification Factors

- Valid driver's license.

- Valid driver's license.  
- IEPA Class "D" Water Operator or Class "4" Wastewater Operator Certificate of Competency.

- Valid driver's license.  
- IEPA Class "C" Water Operator or Class "3" Wastewater Operator certificate of competency.

Overall Performance  
(Appraisal Score)

- Probationary Review  
After 6 months on the job.

- Performance Evaluation  
3.6 average performance appraisal score for last 2 years.

- Performance Evaluation  
3.6 average performance appraisal score for the last 2 years.

- Probationary Review  
Upon completion of 6 months in the position title.

- Probationary Review  
Upon completion of 6 months in the position title.

**SIDE LETTER OF AGREEMENT**


**IUOE, Local 150 and the Lake County Department of Public Works**

Due to the current economic conditions of the nation as a whole, including the local economy and Lake County government's financial situation, the parties agree that employees covered by this Collective Bargaining Agreement will receive the same increase and in the same manner as other non-unionized employees effective December 1, 2009. The County will notify the Union and provide the amount to be granted to non-unionized employees no later than November 1, 2009.

The parties may reopen the Collective Bargaining Agreement upon notice on or after August 1, 2010 but no later than November 1, 2010 for purposes of negotiating a wage increase only for fiscal years 2010/2011 and 2011/2012. The notice must be received by the Human Resources Department within the time period specified above and the parties will be required to schedule a meeting within 15 working days of receiving the notice. Failure to provide notice within the prescribed time frame will result in employees covered by the agreement being granted increases effective December 1, 2010 in the same amount and manner as non-unionized employees. If no agreement is reached for fiscal year 2011/2012 the parties will repeat the process described above with the timeline changed one year advanced.

It is expressly understood that during the course of any re-opener under this Side Letter of Agreement, should the parties reach impasse, the No Strike/No Lockout provisions of the Collective Bargaining Agreement (Article 17) may be declared null and void by the Union.

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IUOE, Local 150 AFL-CIO

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Lake County, Illinois