JO DAVIESS COUNTY

EMPLOYEE HANDBOOK

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DISCLAIMER

This handbook is a general informational guide to Jo Daviess County employment policies. It is intended solely as a means of communicating information to new and existing employees concerning the Employer’s discretionary authority in controlling the internal operations of the County and shall not be construed as a contract, implied or otherwise between you and the Employer. The Employer reserves the right to amend, delete, supplement, or rescind any of the provisions of this handbook without advance notice as the Employer deems necessary and appropriate. The policies contained in the handbook shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The Employer also reserves the right to deviate from these policies in order to achieve its primary mission of providing orderly and cost efficient services to its citizens.

Unless your employment is governed by a collective bargaining agreement, a written contract of employment, or a statute providing otherwise, employment with the Employer is voluntary at-will on the part of both parties. Either the employee or the Employer may terminate the employment relationship at any time, with or without cause or notice, as either party may deem appropriate.

The policies contained in the handbook apply to all Jo Daviess County employees. This handbook does not apply to independent contractors or Jo Daviess County Health Department employees.

In the event of conflict between any provision of this handbook and any provision of a valid and effective collective bargaining agreement or in cases where the application of these policies would conflict with applicable rules and regulations of the Sheriff’s Merit Commission, the provisions of any and all labor contracts and/or the Sheriff’s Merit Commission rules shall govern.

Elected officials and their employees shall abide by this handbook, unless the elected official has indicated in writing their intent to do otherwise. In addition, for employees hired by elected office holders, they may be subject to other, further or different provisions in keeping with the right of the elected officials to control the internal operations of his or her office. In all other cases, the policies in this handbook shall govern.
ARTICLE I – GENERAL PROVISIONS

1.01 Introduction

Welcome to the Jo Daviess County team! We are pleased to have you as a member of our staff. You were hired because we believe you can contribute to the achievement of our goals and share our commitment to the public. We hope that your employment with us is both challenging and rewarding.

This employee handbook contains key policies, sets forth goals, explains benefits, and states expectations of Jo Daviess County.

You should use this handbook as a ready reference as you pursue your career with Jo Daviess County, additionally, the handbook should assure good management and fair treatment of all employees. At Jo Daviess County, we strive to recognize the contributions of all employees.

1.02 Definitions

A. Employer: The term “Employer” will be synonymous to Jo Daviess County unless otherwise noted.

B. At-Will: An employee who is working “at-will” may resign from work or be terminated with or without cause, with or without severance or advance notice.

C. Department Head: An elected official or employee who has responsibility for directing one or more county departments.

D. Full-Time Employee: An employee who is regularly scheduled to work a full-time schedule and maintains continuous employment status. A typical full-time schedule is thirty-five (35) hours, thirty-seven and a half (37.5) hours, or forty (40) hours per week. Such employees receive all legally mandated benefits and are generally eligible for all Employer benefit programs subject to the terms, conditions, and limitations of each program.

E. Part-Time Employee: An employee who works less than thirty (30) hours a week on a continuing basis, with a minimum of one thousand (1,000) hours per year. Such employees receive all legally mandated benefits and are eligible to participate in optional employee paid benefit programs subject to the terms, conditions, and limitations of each program.

F. Part-Time Temporary Employee: An employee who is hired for a specific period of time or to complete a specific task, filling no special position. Hours worked are set by the Department Head utilizing the employee’s services, working on an as-needed/on-call basis. Such employees receive all legally mandated benefits, however are not eligible for County benefits.

G. Non-Exempt Employee: The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, or alternatively for public employees, compensatory time off, at the rate of one and one-half (1.5) hours for hour worked over forty (40) in a workweek. Note that law enforcement may be entitled to overtime on the basis of a different workweek. Employees who are subject to minimum wage and overtime laws are called “non-exempt”. If you are eligible for overtime pay or compensatory time off (including pay due under our personnel policies or pursuant to a collective bargaining agreement), you must maintain a record of the total hours you work each day. These hours must be accurately recorded using the time-keeping method utilized in that office. You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start early, finish late, work during a meal break, or perform any extra work unless you are authorized to do so in advance, and the time is reported on your time-
keeping record. You are required to verify that the reported hours worked are complete and accurate and that you have not worked any “off-the-clock” or unrecorded time. Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences and/or approved paid leave time used, early or late arrivals, early or late departures, and meal breaks. At the end of each workweek, you should submit your completed time record for verification and approval. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked.

**H. Exempt Employee:** Section 13 (a)(1) of the FLSA, however, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales positions. Section 13(a) (1) and Section 13 (a) (17) of the FSLA also exempt certain computer employees. Job titles do not determine exempt status. In order for an employee to qualify as “exempt” from minimum wage and overtime, the employee’s specific job duties and salary must meet all the requirements of the Department of Labor’s regulations. If you are classified as an exempt, salaried employee, you will receive a salary which is intended to compensate for all hours that you may work for the Employer. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during the annual evaluation.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation on a bi-weekly basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the Employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, the employee is not paid on a “salary basis”. If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available.

Deductions from an exempt employee’s pay are permissible under the following circumstances:

i. When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;

ii. For absences of one or more full days due to sickness or disability if the deductions are made in accordance with a bona fide plan, policy, or practices of providing compensation for salary lost due to illness;

iii. To offset amounts employees receive as jury or witness fees or for military pay;

iv. Or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;

v. In the initial or terminal week of employment in the event you work less than a full week;

vi. For penalties imposed in good faith for infractions of safety rules of major significance;

vii. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

An exempt employee’s salary may also be reduced for certain types of deductions such as his or her portion of health, dental, or life insurance premiums, state, federal, or local taxes, FICA, IMRF, or contributions to a 457 Plan.

**1.03 Equal Employment Opportunity**

Jo Daviess County is an equal employment opportunity employer committed to compliance with federal and state anti-discrimination laws. The Employer hires, retains, promotes, terminates, compensates, and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be
applied without regard to any individual’s sex, gender-identity, pregnancy, race, color, religion, creed, national origin, ancestry, age, marital status, military status, citizenship status, sexual orientation, disability, arrest record, order of protection status, genetic information, unfavorable discharge from military service, citizenship status, or any other basis prohibited by applicable federal, state or local law.

Any employee who believes that he or she has been treated unfairly because of his or her protected status should immediately submit a complaint to his or her Department Head. If an employee believes that he or she has been treated unfairly on the basis of his or her protected status by his or her Department Head, the employee should submit a written report to the immediate attention of the County Board or County Administrator.

The Employer will not in any way retaliate against an individual who makes a report or is involved in an investigation of discrimination or harassment under this policy, nor will the Employer permit any other Department Head or employee to do so. Retaliation is a serious violation of this policy and should be reported immediately.

1.04 Americans with Disabilities Act (ADA)

It is the policy of the Employer to comply with all provisions of the Americans with Disabilities Act (ADA). The Employer will not discriminate against any qualified employee or job applicant with respect to any term or condition of employment based on a disability. The Employer will make reasonable accommodations as necessary for applicants to participate in the application process and for qualified employees with disabilities to perform the essential functions of the position, provided that such accommodations do not cause undue hardship to the Employer.

Individuals in need of accommodations must contact their Department Head to discuss the need for an accommodation. The Department Head and employee will meet to discuss the essential functions of the job, discuss how the employee’s disability limits the performance of those essential functions, and identify reasonable accommodations that will assist the employee in overcoming those limitations. The Department Head will select the reasonable accommodations most appropriate for the Employer and the requester, if one is available. If the request is approved, the Department Head will notify the employee and make arrangements to implement the reasonable accommodations.

1.05 Pregnancy Accommodation

If an employee is unable to perform the essential functions of her position due to medical or common conditions related to pregnancy or childbirth, the employee is encouraged to request a reasonable accommodation. The Employer is committed to working with any such employee to find a reasonable accommodation that will allow the employee to perform the essential functions of her position.

1.06 Nursing Mother Policy

The Employer will provide reasonable unpaid break time each work day to an employee who needs to express breast milk for her infant child. Break time must, if possible, run concurrently with any break time already provided to the employee. A private room will be made available to the employee to use for this purpose.

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ARTICLE II – GENERAL EMPLOYMENT CONDITIONS

2.01 Recruiting

Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, creed, national origin, ancestry, sex, gender-identity, marital status, military status, sexual orientation, pregnancy, age, disability, order of protection status, arrest record, unfavorable discharge from military service, citizenship status, genetic information, or any other basis prohibited by applicable federal, state or local fair employment laws or regulations.

Each applicant shall complete and sign an application form prior to being considered as a finalist for any position. Resumes may supplement, but not replace, the Employer's official application form. Applicants chosen for consideration as finalists on the basis of their resume or other information shall complete a standard application form prior to being considered as a finalist for any position.

Any applicant supplying false or misleading information is subject to removal from consideration or disciplinary action up to and including termination, if hired.

2.02 Hiring

A. When a position becomes vacant and prior to any posting or advertisement of the vacancy, the Department Head shall review the position, its job description and the need for such a position.

B. Residency within the County is desired, but is not a condition of initial or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of their duties and responsibilities.

C. Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with unacceptable driving records, as determined by the Employer may be disqualified for employment with the Employer in positions requiring driving.

D. The Employer may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the Employer. The Employer may contract with any competent agency or individual to prepare and/or administer examinations.

E. After an offer of employment has been made and prior to commencement of employment, the Employer may require an individual selected for employment to undergo a medical examination, which may include testing for alcohol and controlled substances if the individual will hold a safety-sensitive position, conducted by a physician selected and paid for by the Employer. The purpose of the medical examination is to determine if the individual can perform the essential functions of the position with or without a reasonable accommodation. The offer of employment may be conditioned on the results of the examination.

2.03 Trial Period

A. All newly hired employees, former employees who have been rehired more than six (6) months after prior employment, or employees promoted to a new classification enter a trial period that is considered an integral part of the selection and evaluation process. During the trial period, an employee is required to demonstrate suitability for the position through actual work performance.
B. The normal trial period is six (6) months from the employee's date of hire, rehire or promotion; however, longer periods may be established by a Department Head for positions requiring technical, professional, specialized, unusual or unique skills or qualifications. A written performance evaluation will typically be performed after ninety (90) days of employment to assess progress and performance evaluations may be performed more frequently as determined appropriate.

C. When a Department Head determines an employee has satisfactorily completed the trial period, the Department Head shall prepare a written performance evaluation, which will normally be reviewed by the County Board or County Administrator. If the trial period is satisfactorily completed, the employee may be certified to regular employment status. The status of an at-will employee does not change as a result of completion of the trial period. At-will employees may be terminated with or without cause at any time during their employment.

D. After the six (6) month written performance evaluation, the Department Head may determine an employee’s trial period must be extended for up to an additional six (6) months to properly evaluate the employee’s performance (as needed, due to circumstances such as extended illness or to continue to evaluate marginal performance). The trial period will not be shortened for any reason.

2.04 Employee Personnel Records

A. A payroll and benefit administration file for each employee is kept in the County Clerk’s Office. Access is generally limited to the employee’s immediate supervisor, the Department Head, the County Board or County Administrator, and employees involved in payroll and benefits administration, but there may be circumstances where public disclosure of certain information is required by law. An employee’s file contains the employee’s name, title and/or position held, department to which the employee is assigned, salary, changes in employment status, and other pertinent information.

B. A personnel file for each employee is typically kept in the Administrator’s Office and the employee’s Department Head office. An employee’s personnel file contains the employee’s name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, personnel actions affecting the employee, including discipline, and other pertinent information. Access is limited to the employee's immediate supervisor, the Department Head, and the County Board or County Administrator. Certain portions of the employee’s personnel file may be subject to public disclosure as required by law.

C. An employee has the right to review their personnel files by submitting a written request to their Department Head and arranging an appropriate time to do so. A photocopy of an employee's personnel file will be provided at the request and expense of the employee. An employee may request removal of what the employee believes to be irrelevant or erroneous information in their personnel file. If the Employer denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file.

D. Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, except as required by law, without a written request from the employee for specific information. (See 820 ILCS 40/1-13 for further information)

2.05 Change of Employee Information

Employees must notify the County Clerk's Office of any changes in personal information within five (5) business days. Personal information includes, but is not limited to, name change, home address, home telephone number, secondary employment, number of dependents, emergency contacts, and marital status.
Failure to report change in a timely manner may jeopardize benefits. Falsification of information may result in disciplinary action.

2.06 Hours of Work

A. The Employer’s standard workweek is five (days) during the period Sunday through Saturday. The five (5) days worked by an employee depends on departmental requirements and scheduling. A standard workday is between seven (7) to eight (8) hours, depending on department requirements. The hours worked shall not include the period of lunch, other than occasional deviations previously approved by the Department Head.

2.07 Attendance

A. Punctual and consistent attendance is a condition of employment. Each Department Head is responsible for maintaining an accurate attendance record of his or her employees.

B. Employees unable to work or unable to report to work on time should notify their Department Head as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee’s usual starting time. If the Department Head is unavailable, the employee may leave a message with a designated representative of a Department Head, stating the reason for absence or tardiness. If an absence continues beyond one day, the employee is responsible for reporting in each day.

C. Employees are expected to be at work even during inclement weather. Department Heads may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation time or shall be unpaid if no accrued vacation is available. When the Employer deems closure of County Offices due to inclement weather is necessary, employees will be paid their regular wage.

D. An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

For more information, refer to the Emergency County Office Closing Policy found in Appendix A.

2.08 Breaks/Meal Periods

Department Heads may allow up to two (2) work breaks per day for each employee, not to exceed a total time of thirty (30) minutes. All breaks shall be arranged so that they do not interfere with Employer business or service to the public. The employee’s Department Head or supervisor shall schedule meal periods. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid and usually sixty (60) minutes in length for seven (7) hour employees. Seven and a half (7.5) and eight (8) hour employees may, with department head approval, work thirty (30) minutes of their one (1) hour lunch and have a reduced thirty (30) minute unpaid meal period schedule in order to complete their assigned daily hour requirement.

2.09 Call Back

All employees are subject to call back in emergencies or as needed by the Employer to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Employees called back to work will be paid their appropriate rate of pay for hours worked (the overtime rate, if applicable.)
2.10 Promotions and Transfers

The Employer encourages current employees to apply for vacant positions for which they are qualified. Promotions and transfers are based on the Department Head’s recommendation, work force requirements, performance evaluations, job descriptions and related Employer requirements.

Regular employees are eligible for promotion, transfer or demotion. To be considered for another position, an employee must possess the qualifications for the vacant position. Employees transferring to another department will retain current level of benefits and service credit.

2.11 Nepotism

A. The Employer permits the employment of qualified relatives of employees of the employee's household or immediate family as long as such employment does not, in the opinion of the Employer, create actual conflicts of interest. For purposes of this policy, "immediate family" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, corresponding in-law, "step" relation or any member of the employee's household. The Employer will use sound judgment in the placement of related employees in accordance with the following guidelines:

i. Immediate family is permitted to work in the same County department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one immediate family member’s work responsibilities, salary, hours, career progress, benefits or other terms and conditions of employment could be influenced by the other immediate family member.

ii. Immediate family members may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other immediate family members.

iii. Employees who marry while employed, or other immediate family members are treated in accordance with these guidelines. That is, if in the opinion of the Employer, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time or terminated if no suitable transfer position exists in the sole discretion of the Employer.

B. Any exceptions to this policy must be approved by the Employer.

2.12 Performance Evaluations

A. To achieve the Employer’s goal to train, promote and retain the best-qualified employee for every job, the Employer will typically conduct periodic performance evaluations for all positions.

B. The County Board or County Administrator is responsible for administering and maintaining the Employer’s performance evaluation program.

C. The evaluation is part of an employee’s personnel record and may be a factor in determining the terms and conditions of employment, including, but not limited to, the employee’s conversion to regular status, whether the employee receives a salary or wage increase, or is to be promoted, transferred, demoted, laid off, or terminated. All employees included in the Jo Daviess County Position Classification and Compensation Schedule Policy shall be evaluated annually as a condition of their potential step/merit increase. 

For more information, refer to the Jo Daviess County Position Classification and Compensation Schedule Policy found in Appendix A.
2.13 Training

The Employer seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge and abilities directly related to employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Training opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other agencies or organizations; and college and university courses when such training opportunities are on a subject matter directly related to employment. Employees must obtain prior approval before attending training, seminars, or other education programs.

2.14 Layoff/Rehire

A. Layoffs and terminations can result from a variety of factors, including, but not limited to reorganization, a reduction in supporting funds, or the elimination of work functions. When conditions dictate that the Employer must reduce staff through a layoff, the Employer at its sole discretion will determine which employees shall be laid off. If there is more than one employee in the same classification performing the same tasks, layoff may be determined by considering relevant factors, including, but not limited to relative qualifications, merit, or seniority. Employees may apply for any available posted position that is not subject to the layoff.

B. If an employee is rehired within six (6) months of a layoff or resignation, all previous levels of benefits and seniority will be restored.

2.15 References/Employment Verification

A. The Employer does not give references.

B. Only the County Administrator, Elected office holder, or Department Head will provide employment information on current or former employees.

C. The County Clerk or his/her designee may verify employment, dates of employment, and salary when requested by an employee’s lending agency when presented with written and signed releases for such specific information.

2.16 Complaint Procedures

A. The Employer recognizes that sometimes situations arise in which an employee feels that they have not been treated fairly or in accordance with Employer rules and procedures. For this reason the Employer provides its employees with procedures for resolving complaints. These procedures do not apply to those employees that have been terminated.

i. Employees will be given five (5) business days from the date of the occurrence of the conduct to raise the issue.

ii. An employee should first try to resolve any problem or complaint with the supervisor.

iii. When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of Employer policies and procedures, the employee should attempt to resolve the problem with the Department Head. The Department Head will respond to the employee in writing within five (5) business days after meeting with the employee, if possible.

iv. If the employee is not satisfied with the response from the Department Head, the employee may submit the complaint in writing to the County Board. The written complaint must contain, at a minimum:
   a. A description of the problem;
   b. A specific policy or procedure that the employee believes has been violated or misapplied;
c. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;

d. The remedy sought by the employee to resolve the complaint.

v. The written complaint should be filed within five (5) business days of the occurrence leading to the complaint, or ten (10) business days after the employee becomes aware of the circumstances.

B. The County Administrator may meet with the parties individually or the County Board may address the issue at a properly noticed board meeting in open or closed session in accordance with the Open Meetings Act. The County Board or County Administrator will respond in writing to the aggrieved employee within ten (10) business days of said meeting. If the meeting is with the County Board, all discussions will typically take place in closed session, with any appropriate voting actions taken in the following open session. The County Board or County Administrator response and decision shall be final and binding.

C. Certain employees may have more than one source of dispute resolution rights, i.e. a collective bargaining agreement, if any, as well as this complaint process. Employees represented by a bargaining unit shall follow grievance procedures set out in their respective labor contracts, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

ARTICLE III – EMPLOYEE RESPONSIBILITIES AND CONDUCT

3.01 General Policy

A. The safety and welfare of the County's citizens shall at all times be held as a central mission of government. All employees are expected to represent the Employer to the public in a manner that is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and Department Head.

B. Since the proper working relationship between employees and the Employer depends on each employee's on-going job performance, professional conduct and behavior, the Employer has established certain minimum standards of personal conduct. Among the Employer’s expectations are: basic tact and courtesy towards the public and fellow employees; adherence to Employer policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the Employer’s equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.

3.02 Outside Employment

A. Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the Employer’s opinion, with the best interests of the Employer or interfere with the employee's ability to perform the assigned job. Examples include, but are not limited to, outside employment which:

i. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee’s job;

ii. Is conducted during the employee’s work hours;

iii. Utilizes Employer telephones, computers, supplies, or any other resources, facilities or equipment;

iv. Is employment with a firm which has contracts with or does business with the Employer; or

v. May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.
B. An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided the employee obtains prior approval from the employee's Department Head.

3.03 Political Activities

A. Employees may participate in political or partisan activities of their choosing provided that Employer resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Employer time or in an Employer uniform or while representing the Employer in any way. Employees may not allow or request others to use Employer facilities or funds for political activities.

B. Any employee who meets with or may be observed by the public or otherwise represents the Employer to the public, while performing the regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Employer property or Employer time, a contribution for a partisan political cause.

C. Except as noted in this policy, Employees are otherwise free to fully exercise their constitutional First Amendments Rights. For further information and specific provisions see 50 ILCS 135-10.

3.04 No Smoking Policy

For health and safety considerations, the Employer prohibits smoking by employees in all Employer facilities, including Employer-owned buildings, vehicles, and Offices or other facilities rented or leased by the Employer, including individual employee Offices. Smoking is also prohibited within fifteen (15) feet of any entrance or exit, window that opens or ventilation intake. This policy also applies to the use of electronic cigarettes.

3.05 Use of Employer Equipment

Use of Employer phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other Employer equipment, including vehicles, should be used by employees for Employer business only. An employee’s misuse of Employer services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

3.06 Information Technology Resources Acceptable Use

The Employer has invested, at substantial expense, in quality computer equipment and technology resources that are necessary to support its offices, officers, and employees with conducting official county business. In today’s world, the Internet, email, social media, and text messaging have become central to our day-to-day communications. These communication mediums, when used for performing Employer business, constitute business records that belong to Jo Daviess County and may be subject to the Freedom of Information Act (FOIA). For more information, refer to the Information Technology Resources Acceptable Use Policy, which provides more detailed information for proper use of county equipment and technology resources, as well as appropriate online conduct to avoid the misuse of these communication mediums, found in Appendix A.

3.07 Bulletin Boards

Information of special interest to all employees is posted regularly on the Employer bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the County Board or County Administrator.
3.08 Contacts with News Media

The County Board Chair, County Administrator, or Department Head shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The County Board, County Administrator, or Department Head may designate specific employees to give out procedural, factual or historical information on particular subjects.

3.09 Motor Vehicle Requirements/Travel Expense Reimbursement

A. Anyone operating or riding in Employer vehicles must wear seat belts at all times. All employees must wear seat belts (where available) while on official business.

B. As part of the requirements for certain specific Employer positions, an employee may be required to hold a valid driver's license to operate a motor vehicle.

C. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid or in the employee's possession; the employee shall promptly notify the Department Head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to the Department Head.

D. In cases of license suspension, revocation, or other inability to drive, an employee may be subject to disciplinary action, including termination.

E. Employees using their personal automobiles in the course of performing the requirements of their position shall maintain automobile liability insurance coverage.

For more information, refer to the Authorized Drivers and Motor Vehicle Record (MVR) Check Policy and Procedure and Safety Manual Policy found in Appendix A.

F. The Employer will reimburse employees for necessary and reasonable travel expenses incurred while conducting official Employer business or while attending conferences, seminars, or training benefiting the employee and their work for the Employer. Elected Officials and Department Heads are responsible for authorizing travel expenses and verifying that expenses incurred are necessary, reasonable, and conform to the Policy. Additionally, Elected Officials and Department Heads are responsible for confirming that budgetary funding is available to support the expenses and ensuring that their employees have read and are aware of the policies applicable to them.

For more information, refer to the Travel & Business Expense Policy found in Appendix A.

3.10 Safety

Every employee is responsible for maintaining a safe work environment and following the Employer’s safety rules set forth in the Jo Daviess County Safety Manual. Negligence in adherence to on-the-job safety standards will be considered grounds for discipline and/or termination. Each employee shall promptly report all unsafe or potentially hazardous conditions to the Department Head. The Employer will make every effort to remedy problems as quickly as possible. In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their Department Head.

For more information, refer to the Safety Manual policy found in Appendix A.

3.11 Employee Parking

It is the policy of the Employer to provide parking during normal business hours, when practical, for the benefit and convenience of its employees.
A. Courthouse: Reserved parking is available as assigned. Unreserved parking is available in the Meeker Street Parking Lot, the St. Mary’s Parking Lot, and on any public street on a first come, first serve basis. All employees will be issued one (1) parking permit to display when parking in designated areas. Employees found to be parked in any unreserved spot in the Main Parking Lot may be subject to disciplinary action.

For more information, refer to the Courthouse Parking policy found in Appendix A.

3.12 Drug-Free Workplace/Substance Abuse/Drug Testing

A. Intent: The Employer is concerned about the ultimate effects of the use of cannabis, alcohol, and illegal drugs upon the health and safety of its employees and the public. We recognize that studies show alcohol and drug abuse leads to increased accidents and medical claims. Employees who abuse drugs and alcohol present a danger to themselves, their fellow employees, the Employer and the public. In addition, the increased medical costs incurred by employees who use/abuse drugs and/or alcohol and the associated decreased productivity of these individuals, because of accidents, absenteeism and turnover adversely affect achievement of the Employer’s mission and goals.

The Employer recognizes that the state legislature has accepted that modern medical research confirms the beneficial uses of cannabis in treating or alleviating the pain, nausea and other symptoms associated with a variety of debilitating medical conditions. For these reasons, the State of Illinois has decriminalized the use of marijuana both for medical and recreational purposes. The Employer also recognizes that under federal law, marijuana is still illegal. The United States Drug Enforcement Agency lists marijuana as a Schedule I drug under the Controlled Substances Act. Schedule I drugs are defined as having no approved medical use and a high potential for abuse. The Employer recognizes its obligations and responsibilities under these conflicting laws to implement a reasonable drug free workplace policy to ensure the safety of employees and the public at large while protecting the rights of all employees. The Employer will not penalize an employee or applicant solely for his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act, unless failing to do so would put the Employer in violation of federal law or unless failing to do so would cause it to lose a monetary or licensing-related benefit under federal law or rules. The Employer prohibits the use and storage of both medical and recreational cannabis on its property, at all workplaces and in any Employer-owned vehicles.

Under the law, the County has the right to implement a reasonable zero tolerance or drug-free workplace policy that is applied in a non-discriminatory manner. With the enactment of the Cannabis Regulation and Tax Act and the amendment to the Right to Privacy in the Workplace Act, the County is limited in its ability to prohibit or limit the use of cannabis and other Substances considered legal under Illinois law by County employees while off duty and not on-call unless those employees perform safety sensitive functions. For employees in safety sensitive positions, such as those employees who drive commercial motor vehicles, operate or repair heavy or large mobile equipment, police officers, correctional officers, and health care providers with direct patient care, it is reasonable for the County to implement and consistently apply a zero tolerance or drug-free workplace policy that includes a prohibition on off duty use and to terminate any safety sensitive employee who violates this policy. Such a restrictive policy is reasonable because if these employees used cannabis or other Substances while off duty, they could cause great human loss while at work before any signs of impairment become noticeable to supervisors or others. For those employees who work in non-safety sensitive positions, the County can test the employee for cannabis or other Substances if first the County’s representative can articulate after observing the employee at work that a reasonable suspicion of impairment exists. No part of this policy or any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way the Employer’s rights to manage its workplace or discipline employees.
B. Applicability: This policy applies to all employees and volunteers of the Employer, as well as candidates for employment with the Employer who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for substances shall be conducted and in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary.

C. Policy:

Alcohol, Cannabis or Illegal Drugs or Substances: The possession, sale, purchase, use, distribution, delivery or transfer of alcohol, cannabis or an illegal drug or substance while on the County’s premises, while on the County’s time or while driving a vehicle owned, operated, rented, leased or under the control of the County is expressly prohibited. This includes cannabis used for medical purposes in accordance with the Compassionate Use of Medical Cannabis Program Act. In addition, employees may not report to work, be on the County’s premises or on the County’s time under the influence of alcohol or cannabis or with any traceable illegal drug or substance in their system.

Employees who drive commercial motor vehicles, operate or repair heavy or large mobile equipment or perform other safety-sensitive functions including police officers, correctional officers, telecommunication officers, court security officers, highway employees with a CDL, and health care providers with direct patient care, in addition to the prohibitions above must not consume alcohol for four hours prior to duty time and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever comes first.

Individuals who are registered users of medical cannabis will not be disqualified from employment based solely on the detected presence of cannabis on a drug test, unless failing to do so would put the County in violation of a federal law of cause it to lose a federal contract or funding. Individuals who are registered users of medical cannabis in accordance with the Compassionate Use of Medical Cannabis Program Act and individuals who use cannabis in accordance with the Cannabis Regulation and Tax Act may not report to work under the influence of cannabis. This policy prohibits the undertaking of any task under the influence of cannabis, when doing so would constitute negligence, professional malpractice or professional misconduct. Any violation of this policy may result in immediate discharge and may subject an employee to legal action.

Legal Drugs: The County does not condone the abuse of legal drugs or working under the influence of legal drugs to the extent that job performance and/or safety is adversely affected. Employees using prescription, over-the-counter and/or other legal drugs are responsible for being aware of any potential effect such drugs may have on their judgment or ability to perform their duties.

D. Testing:

An employee may be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use or in cases where employment has been conditioned upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination. Reasons for testing may include, but are not limited to:

i. Limited Pre-Employment Substance Testing.
ii. Random Selection Testing.
iii. Reasonable Suspicion Testing.
v. Fitness for Duty.
The employee’s right to privacy will be respected, and the results of any testing shall be kept strictly confidential by the County the extent required and permitted by law. However, the County may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, arbitration, or legal or other proceeding.

E. Treatment:

An employee who voluntarily informs the County that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the County’s Family Medical Leave Act policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. An employee with an alcohol abuse problem may also qualify for an accommodation under the Americans with Disabilities Act, if appropriate. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates the substance abuse policy may be immediately discharged without regard to a request for further rehabilitation.

For more information, refer to the Cannabis, Drug, and Alcohol Use/Abuse Policy found in Appendix A.

3.13 Fraud/Waste/Abuse Prevention

The Employer prohibits fraud, waste, and abuse, as well as any conduct intended to conceal fraud, waste, and abuse. Allegations of such prohibited acts will be fully investigated and where appropriate, legal action will be taken. All employees are responsible for reporting suspected instances of fraud, waste, and abuse. Any whistleblower who believes he/she is being retaliated against should submit their concerns to the Compliance Officer or Office of the Inspector General immediately. All reports of violations of this policy will be promptly investigated. When suspected fraud, waste, or abuse is observed, the employee shall immediately contact the Compliance Officer John Hay, 330 N. Bench St., Galena, IL 61036, Phone 815.777.0109 /Fax 815.777.3203/ Email jhay@jodaviess.org or the Office of the Inspector General, Phone 888.814.4646.

For more information, refer to the Fraud, Waste, and Abuse Policy found in Appendix A.

3.14 Whistleblower Protection

A whistleblower is an employee who reports an activity that he/she considers to be illegal or dishonest. If an employee has knowledge of or a concern of illegal or dishonest activity, the employee should submit those concerns to the Jo Daviess County Compliance Officer or Office of the Inspector General. Jo Daviess will keep such reports confidential to the extent permitted by law. Jo Daviess County will not retaliate against a whistleblower. This includes, but not limited to protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments. Any whistleblower who believes he/she is being retaliated against should submit their concerns immediately to the Compliance Officer John Hay, 330 N. Bench St., Galena, IL 61036, Phone 815.777.0109 / Fax 815.777.3203/ Email jhay@jodaviess.org or the Office of the Inspector General, Phone 888.814.4646. All reports of illegal and dishonest activities will be promptly investigated.

For more information, refer to the Whistleblower Protection Policy found in Appendix A.

3.15 Leaving Employment

A. At-will employees are requested, but not required to provide two (2) weeks’ notice, whereas contractual employees must follow the terms of their contract regarding separation (the employee's Department Head, the County Board or County Administrator may waive these time limits). The County Clerk’s office, IT department, and County Administrator must be notified prior to separation for legal requirements (i.e. payroll, IMRF, COBRA)
security reasons (access to computer programs and buildings), and organizational planning reasons (i.e. scheduling exit interviews).

B. The official date of resignation or retirement will be the last full day the employee reports to work.

C. Sick leave and vacation (if applicable) will cease at midnight on the date of resignation or retirement. Health insurance will cease the last day of the month of resignation or retirement. Holiday pay will not be paid after date of resignation or retirement.

D. The employee will be paid for each hour of accrued, unused vacation time and compensatory time.

E. IMRF service credit will cease on the last full day employee reports to work. Monies accumulated in the employee’s retirement account are refundable. Forms required to request this refund are available online at www.imrf.org. Fully vested employees that are resigning may leave these funds in the plan in order to receive retirement benefits when attaining eligibility.

F. Each employee will be given the opportunity for an exit interview with either their supervisor or the County Administrator. During the exit interview, the employee will be expected to turn in any property owned by the Employer. This includes, but is not limited to uniforms, phones, laptops, equipment, keys, identification, parking permits, etc. This interview will take place before the end of employment period. It is the employee’s responsibility to give written notification to the office manager or County Clerk’s office regarding whether the final paycheck should be mailed to the employee.

G. The use of sick time will not be allowed in the last two calendar weeks of employment without a doctor’s certificate. Unused sick time will not be compensated in any way at the time of resignation.

H. Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.

ARTICLE IV – DISCRIMINATION/HARASSMENT/SEXUAL MISCONDUCT

4.01 Statement of Policy

A. It is the policy of Jo Daviess County that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification protected under federal or state law. Sexual misconduct is also prohibited. Jo Daviess County will neither tolerate nor condone discrimination, harassment, or sexual misconduct by employees, managers, supervisors, elected officials, appointed officials, co-workers, or non-employees with whom Jo Daviess County has a business, service, or professional relationship. “Employee,” for purposes of this policy only, includes any individual performing work for Jo Daviess County, including any person employed by Jo Daviess County on a full-time, part-time, seasonal, temporary or contractual basis, an apprentice, an applicant for apprenticeship, or an unpaid intern, an elected official, an appointed official or a volunteer. Jo Daviess County has appointed State’s Attorney John Hay as its ethics officer to receive and oversee investigations of complaints made pursuant to this policy and he is referred to in this policy as Jo Daviess County’s “Ethics Officer.” He can be contacted by email or phone at jhay@jodaviess.org or 815-777-0109. Jo Daviess County reserves the right to change the Ethics Officer from time to time.
B. Retaliation against an employee who complains about or reports any act of discrimination, harassment, or sexual misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. Jo Daviess County is committed to ensuring and providing a workplace free of discrimination, harassment, sexual misconduct, and retaliation. Jo Daviess County will take disciplinary action, up to and including termination, against an employee who violates this policy and will prosecute violations in accordance with the law.

C. As set forth above, sexual harassment and sexual misconduct are prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

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

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

i. The employee, as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
ii. The harasser can be the employee’s supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
iii. The employee does not have to be the person harassed, but could be anyone affected by the offensive conduct.
iv. Unlawful sexual harassment may occur without economic injury to, or discharge of the employee.
v. The harasser’s conduct must be unwelcome.

D. Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. The following are illustrations of actions that Jo Daviess County deems inappropriate and in violation of our policy:

i. Unwanted sexual advances.
ii. Offering employment benefits in exchange for sexual favors.
iii. Retaliating or threatening retaliation after a negative response to a sexual advance or after an employee has made or threatened to make a harassment complaint.
iv. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters.
v. Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes, or suggestive comments about a person’s body or dress.
vi. Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes, or stereotypes about disabled individuals.
vii. Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

E. Sexual misconduct is strictly prohibited by Jo Daviess County and can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to sexual abuse, sexual exploitation, sexual intimidation,
rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

4.02 Responsibilities

A. Supervisors: Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

i. Monitoring the workplace environment for signs of discrimination, harassment, or sexual misconduct;

ii. Immediately notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.

iii. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.

iv. Immediately stopping any observed acts of discrimination, harassment, or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;

v. Immediately reporting any complaint of discrimination, harassment, or sexual misconduct to the Department Head, County Administrator, the Ethics Officer, or the County Board Chairperson and:

vi. Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment, or sexual misconduct, pending investigation.

B. Employees: Each employee is responsible for assisting in the prevention of discrimination, harassment, and sexual misconduct through the following acts:

i. Refraining from participation in, or encouragement of, actions that could be perceived as discrimination, harassment, or sexual misconduct;

ii. Immediately reporting any violations of this policy to a supervisor, the Ethics Officer, the Department Head, the County Administrator, or the County Board Chairperson and law enforcement (if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances); Employees are obligated to report violations of this policy as soon as they occur. An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g. man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).

iii. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known discrimination, harassment, or sexual misconduct may be grounds for discipline.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.
If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person’s perceptions of your intentions.

Jo Daviess County does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

4.03 Applicable Procedures

Jo Daviess County takes allegations of discrimination, harassment, and sexual misconduct very seriously. It will actively investigate all complaints.

It is helpful for the employee to directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use Jo Daviess County’s complaint procedure to advise the Jo Daviess County of any perceived violation of this policy as soon as it occurs.

A. Bringing a Complaint: Any employee of Jo Daviess County, or an employee of an elected official who believes that there has been a violation of this policy, may bring the matter to the attention of Jo Daviess County in one of the following ways:

   i. Advising his or her supervisor or the Ethics Officer for Jo Daviess County; or
   ii. Advising the offending employee’s supervisor, the Department Head, the County Administrator or County Board Chairperson.

If the complaint involves someone in the employee’s direct line of command, then the employee should go directly to the County Administrator, the Ethics Officer, or the County Board Chairperson.

The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

Jo Daviess County will take steps to ensure that complaints made are kept confidential to the extent permissible under the law. Individuals who are involved in an investigation under the policy are required to keep the matter confidential to the fullest extent permitted under the law.

B. Resolution of a Complaint: Promptly after a complaint is submitted, Jo Daviess County will undertake such investigation, corrective and preventative actions as are appropriate. In general, the procedures in resolving any complaints can (but will not necessarily) include any of the following items:

   I. A meeting between the employee making the complaint and an individual designated by Jo Daviess County to investigate such complaints. Important data to be provided by the complaining employee includes the following:

      i. A description of the specific offensive conduct;
      ii. Identification of all person(s) who engaged in the conduct;
      iii. The location where the conduct occurred;
      iv. The time when the conduct occurred;
      v. Whether there were any witnesses to the conduct;
      vi. Whether conduct of a similar nature has occurred on prior occasions;
      vii. Whether there are any documents which would support the complaining employee’s allegations;
      viii. What impact the conduct had on the complaining employee.
II. While not required, Jo Daviess County encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.

III. After a complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of Jo Daviess County. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee (if applicable). The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.

IV. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.

V. Once this investigation is completed, Jo Daviess County will take such action as is appropriate based upon the information obtained in the investigation. In the event that Jo Daviess County finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may, but need not necessarily, include:

   i. Verbal or written reprimand;
   ii. Placing the offending employee on a corrective action plan for a period of time to be identified;
   iii. Delay in pay increases or promotions;
   iv. Suspending the offending employee from work without pay;
   v. Demotion;
   vi. Immediate termination.

VI. Upon completion of the investigation, Jo Daviess County will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

VII. In addition to any and all other discipline that may be applicable pursuant to Jo Daviess County’s policies, employment agreements, procedures and/or collective bargaining agreement, any person who violates this policy or the prohibition on sexual harassment found in 5 ILCS 430/5-65 may be subject to a fine of up to $5,000 per offense and is subject to discipline or discharge by Jo Daviess County and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation of Section 5-65 constitutes a separate offense. Any discipline imposed by Jo Daviess County shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal Agency.

VIII. Any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an Ethics Commission, an Inspector General, the State Police, the State’s Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An Ethics Commission may levy an administrative fine of up to $5,000 against any person who violates the State Officials and Employees Act, who intentionally obstructs or interferes with an active investigation conducted under that Act by an Inspector General, or intentionally makes a false, frivolous, or bad faith allegation.

C. When investigating alleged violations of this policy, Jo Daviess County looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.
4.04 Non-Retaliation

A. Under no circumstances will there be any retaliation against any employee making a good faith complaint of discrimination, harassment or sexual misconduct. Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and distinct complaint and will be similarly investigated. Complaints of retaliation should be addressed to the Ethics Officer, Supervisor, Department Head, County Administrator or County Board Chairperson. Illinois law provides protections similar to those in this policy in the State Officials and Employees Ethics Act, 5 ILCS 430/15-10. The State Officials and Employees Ethics Act provide whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, denial of promotion or transfer, or changing the terms or conditions of employment that occurs in retaliation of an employee who does any of the following:

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

ii. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or;

iii. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

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

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

4.05 False Reports Prohibited

It is a violation of this policy for an employee to knowingly make a false report of discrimination, harassment, sexual misconduct, or retaliation. An employee who is found to have knowingly made a false report is subject to consequences, as set forth in Applicable Procedures/B. Resolution of a Complaint/ Paragraph VIII.

4.06 Additional Resources

If you have any questions concerning Jo Daviess County’s policy on this matter, please see your supervisor, Department Head, the Ethics Officer, the County Administrator, or County Board Chairperson. Further information may also be obtained from the Illinois Department of Human Rights, 312-814-6200 or the Equal Employment Opportunity Commission (EEOC), 800-669-4000. Confidential reports of discrimination, harassment, or sexual misconduct may also be filed with these state agencies. For matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS) may be contacted by dialing 800-25-ABUSE.

Please acknowledge receipt and review of this policy by completing the acknowledgment form at the end of this handbook and returning it to the County Administrator’s office.
4.07 Severability

It is the intention of the Jo Daviess County Board that this policy and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this policy shall not affect the validity of any other portion of this policy.

ARTICLE V – COMPENSATION

5.01 Position Classification

A. Each job title within the County that is not covered under a Collective Bargaining Agreement or part of the Jo Daviess County Health Department is classified into one of the Employer’s classifications for wage purposes, based on all relevant considerations, including, but not limited to job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular wage or wage range shown on the Employer’s compensation schedule, which is approved periodically by the County Board.

B. New hire employees entering the Employer’s service will normally start their employment at the minimum hourly rate or minimum salary rate provided in the Employer’s pay grade schedule for their job classification. Advanced step hiring shall only be done with approval of the County Board. For the County Board to consider a new employee for hiring at an advanced step, the hiring Department Head must submit a request to the Jo Daviess County Executive Committee. The request should describe the reasons for hiring the new employee at an advanced step. The Executive Committee will consider the request and make a recommendation to the County Board.

C. Pay increases are contingent on satisfactory performance under the Employer’s performance evaluation and pay system. If an employee's performance is consistently unsatisfactory, the County Board or County Administrator, in consultation with an employee's Department Head, may defer a scheduled pay increase for a stipulated period of time or until the employee’s job performance is satisfactory, and may consider appropriate disciplinary action. (See 2.12 Performance Evaluations)

D. From time to time the County Board may make adjustments to the wage schedule. Such adjustments, if any, may or may not change an employee's rate of pay. For more information, refer to the Position Classification and Compensation Pay Grade Schedules found in Appendix A.

5.02 Deductions

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The Employer will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized in writing by the employee, applicable union contract, or statute.

5.03 Bi-Weekly Pay Periods

A. Employees are paid for bi-weekly periods of work on alternating Fridays. The standard pay period begins on Sunday at 12:00 a.m. and ends fourteen (14) calendar days later on Saturday at 11:59 p.m. Employees are encouraged to have wages directly deposited into the bank of their choice, which will occur on the Friday of the week following the end of each pay period.
B. Department Heads are required to submit to the County Clerk’s Office, a signed work record for each employee in their department no later than 12:00pm on the Monday of the pay week, noting hours and overtime worked, and leave taken during the previous pay period. Employees that are responsible for submitting timesheets must do so as soon as possible after the pay period ends. Failure to do so may result in delayed payment.

C. Employees separating from the Employer are paid for any hours due (hours worked, vacation, and comp time on the next regularly scheduled payday following separation. Sick time is not paid out at separation.

5.04 Overtime Compensation for Non-Exempt Employees

A. The employee’s Department Head must authorize all overtime in advance.

B. Overtime pay for employees is calculated at one and one-half times the employee's regular rate of pay for all time worked in excess of forty (40) hours in a work period unless otherwise defined in a collective bargaining agreement.

C. Holidays, sick leave, compensatory, and vacation time are counted as hours worked when computing overtime for county employees.

5.05 Compensatory Time Off for Non-Exempt Employees

A. “Non-exempt” employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment as approved on a case-by-case basis by the employee’s Department Head. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime in excess of forth (40) hours in a work period. Maximum accruals of compensatory time shall be limited to forty (40) hours for regular employees. After maximum accrual, overtime compensation shall be paid.

B. Employees may use compensatory time within a reasonable time period after making a request to their supervisor or Department Head, unless doing so would unduly disrupt department operations. Compensatory time should be used for short-term absences from work during times mutually agreed to by the employee and the Department Head. Accumulation of compensatory time to be used as a substitute for extended vacation time off is not normally permitted.

C. If an employee is unable to use accrued compensatory time within a reasonable period (usually six (6) months) the employee will be paid their original overtime wage.

5.06 Accurate Time-Keeping

It is a violation of this policy for any employee to falsify a time-keeping record or to alter another employee’s time-keeping record. It is a violation of the Employer’s policy for another employee, department head, elected or appointed official to instruct another employee to incorrectly or falsely report hours worked or alter another employee’s time-keeping record to over- or under-report hours worked. If any employee, department head, elected or appointed official instructs you to violate this policy, do not do so. You are to report it immediately to the County Board or County Administrator.

5.07 Compensation on Termination

A. When employment with the Employer is terminated, the employee will receive the following compensation in a lump sum payment with the last check:

i. Regular wages for all hours worked up to the time of termination that have not already been paid.
ii. Any holiday or overtime pay due.

iii. Any accrued, but unused vacation and unused compensatory time.

B. Employees may qualify for State Unemployment Compensation after termination from employment depending on the reason for termination and if certain qualifications are met.

ARTICLE VI – EMPLOYEE BENEFITS

6.01 Group Medical and Dental Insurance

A. Medical: Regular full-time employees who meet eligibility requirements are able to participate in one of the Employer’s group health insurance programs. Part-time, temporary, and seasonal employees are ineligible for group health insurance. Employees who work an average of thirty (30) or more hours a week will be offered health insurance, in accordance with the Affordable Care Act. Family plan health insurance coverage is available to eligible employees at an Employer/Employee shared expense. The shared expense for single coverage for eligible employees hired on or after December 1, 2012 is 80% Employer, 20% Employee. Please refer to the most current Health Insurance Premium Cost Allocation Policy for amounts.

B. Dental: All employees working a minimum of 20 hours a week and County Board members are eligible to participate in the voluntary optional dental program and are responsible for 100% of the monthly premium.

C. Enrollment: New employees enrolling in group medical and/or dental insurance programs will be eligible for coverage on the first of the month, following thirty (30) days from their hire date. Employees who do not initially enroll in the group health and/or dental program upon starting with the Employer may do so only during the annual open enrollment period.

D. Coverage: The Employer reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.

E. Coverage Changes: Changes to existing coverage can be made during the annual open enrollment period. Coverage changes outside of the annual open enrollment period may be made when there is a qualifying event (i.e. marriage, divorce, birth of a child, loss of coverage, etc.) Notification of any qualifying event resulting in the need for a change must be made as soon as possible, but not later than thirty (30) days following the qualifying event. If new dependents are not added in this thirty (30) day period, they will not be able to enroll until the next open enrollment period.

F. Coverage during Paid Leave: The employee may continue group health and/or dental insurance during a paid leave of absence with premium continuing to be shared by the employee and the Employer for a period of twelve (12) weeks. If the employee’s share of premium exceeds the amount of pay received during any pay period, the employee is responsible for submitting the balance to the County Clerk’s office each month.

G. Coverage during Unpaid Leave: The employee may continue group health and/or dental insurance coverage during an approved unpaid leave of absence in accordance with the terms and conditions of the insurance policy. The employee will be responsible for 100% of the premium due. Premium payments are due in the County Clerk’s office on the first (1st) of the coverage month and any payment more than thirty (30) days late may result in the Employer terminating coverage and notifying the employee of their COBRA rights. Unpaid leave does not typically exceed thirty (30) days.
H. **Continuing Coverage after Termination:** Upon an employee’s termination from employment, at the employee's option and expense, the employee may elect to continue Employer’s group health and/or dental insurance benefits to the extent provided under COBRA. An administrative handling fee over and above the cost of the insurance premiums may be charged the employee or their dependents that elect to exercise their COBRA continuation rights. Continuation rights are not available if an employee is terminated for "gross misconduct." Premium payments more than thirty (30) days late may result in the Employer terminating coverage.

I. **Continuing Coverage after Retirement:** In accordance with the Illinois Pension Code, vested employees retiring under the Illinois Municipal Retirement System (IMRF) or the retiree’s surviving spouse will be allowed to continue under the Employer’s group health and/or dental insurance programs at the same premium rate as for active employees. Such retired employee or surviving spouse shall pay 100% of the premium for such group health and/or dental insurance coverage. Upon retirement, if a vested employee chooses not to continue coverage under the Employer’s group health and/or dental insurance program, or decides to terminate coverage at a later date, the retired employee will not be allowed to re-enroll or be reinstated at a future date. An exception to this rule is in regard to the group health and/or dental insurance coverage of two married vested employees. In the event one or both of the married vested employees retires; upon retirement the retiring employee or employees can choose one of the following options:

i. Spousal coverage under the Employer’s group health and/or dental insurance of the working vested employee/spouse, or

ii. Single coverage under the Employer’s group health and/or dental insurance program and shall pay 100% of the premium for such group health and/or dental insurance coverage at same premium rate as for active employees.

In the event the working vested employee/spouse can not cover the retired vested spouse, the retired vested spouse has the option of enrolling in single coverage under the Employer’s group health and/or dental insurance program and shall pay 100% of the premium for such group health and/or dental insurance coverage at same premium rate as for active employees. A vested employee who continues with single coverage under the Employer’s group health insurance program will not be allowed to add a spouse or dependent after the date of retirement.

Premiums more than thirty (30) days late may result in the Employer terminating coverage and notifying the retiree/spouse of the COBRA rights.

6.02 IMRF Retirement and Disability Program

The Employer provides a retirement and disability program through the Illinois Municipal Retirement Fund (IMRF). IMRF is established under statutes adopted by the Illinois General Assembly.

**A. Participation:** All regular non-uniformed full-time and permanent part-time employees who are budgeted to work at least one thousand (1000) hours per year are required to participate in and contribute to IMRF. All regular uniformed full-time Sheriff’s employees that are budgeted to work at least one thousand (1000) hours per year are required to participate and contribute to SLEP. Eligible Elected Officials have the option of whether or not to participate in IMRF.

**B. Contributions:** Contributions are made by both the Employer and eligible employees beginning with the first paycheck. Contribution rates are determined by IMRF.

**C. Retirement Benefits:** IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments. The IMRF retirement pension is based in part on the employee’s length of service and average earnings. Information regarding the IMRF program can be accessed through their website at www.imrf.org, or
by calling 1-800-ASK-IMRF. Employees first enrolled in IMRF prior to January 1, 2011 shall be enrolled in and receive benefits under Tier 1. Employees first enrolled in IMRF on or after January 1, 2011 shall be enrolled in and receive benefits under Tier 2. Employees intending to retire should notify their Department Head of their intent to retire with as much advance notice as possible prior to the date of retirement. An employee retiring with IMRF may use unpaid, unused accumulated sick leave for the purposes of qualifying for up to a year of additional pension service credit under the provisions of such retirement plans. For the purposes of this paragraph, an employee may accumulate unpaid sick leave beyond the limits established in this Handbook or employee union contact for paid sick leave solely for the purpose of qualifying for additional pension service credit. Records of unpaid, unused accumulated sick leave shall be maintained by a Department Head and the County Clerk.

D. Disability Benefits: IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments. A disabled employee who has contributed to IMRF for at least one year immediately preceding the date of disability, may be entitled to receive disability payments from IMRF following the initial thirty (30) calendar days of disability. Employees are required to use all accrued and unused vacation, sick leave, personal days, and compensatory time prior to receiving IMRF disability benefits. With Department Head approval, an employee may retain up to five (5) days of accrued paid time off (any combination of time) to be used by the employee as needed. IMRF must be notified of any disability, regardless of whether or not the employee has enough paid leave to cover the entire period of time off. While receiving IMRF disability benefits, an employee can continue to participate in the Employer group health and/or dental insurance programs. Please contact the County Clerk’s office for further information.

The Employer may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of the position.

E. Death Benefit: IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments. Upon the death of a participating IMRF member who has at least one (1) year of service, the named beneficiary is eligible for a death benefit as determined by IMRF.

F. Additional IMRF Benefits and Programs: For information regarding additional programs, please refer to their website at www.imrf.org.

6.03 Deferred Compensation Program

The Employer sponsors an option for all regular full-time employees to invest a portion of their present earnings in a deferred compensation program (IRS, Section 457). This gives the employee the opportunity to design a supplemental retirement program by investing pre-tax dollars into an individual account. Employees pay no current state and federal income taxes on money contributed or earnings as their account grows. Program contact information is available in the County Clerk's office.

6.04 Flexible Spending Program

Employees may participate in a payroll deduction plan that sets aside a portion of an employee's salary or wages to be used for medical and/or other qualified expenses. Salary or wage set aside for such purposes is withheld from the salary or wage before taxes are applied and results in a tax savings to the employee. The amount to be deducted is determined prior to enrollment period and cannot be changed during this time period. Any money deducted and not used up to $500 can be rolled over for use in the next plan year. The enrollment period is for one year and will follow the Employer’s fiscal year. Group health and dental premiums will automatically be withheld on a pre-tax basis, unless the Employee specifically requests otherwise.
6.05 Accident/Critical Illness Program

The Employer sponsors an optional program for all regular full-time employees to purchase additional insurance coverage.

6.06 Workers’ Compensation

A. All employees are covered by the State Workers' Compensation Act and the Occupational Diseases Act. The Acts cover employees in case of on-the-job injuries or job-related illnesses. All job-related accidents must be reported immediately to the supervisor and the Safety Coordinator. Immediate reporting of an injury is necessary to ensure prompt and accurate submission of a workers’ compensation claim. The failure to immediately report a work-related injury may result in disciplinary action, up to and including immediate termination.

B. If an employee is unable to work due to a work-related injury, it is the employee’s responsibility to keep his/her supervisor informed as to the status of the injury. The injured employee shall report to his/her supervisor on a weekly basis (or other pre-determined interval as approved by the supervisor) to report on the status of the injury and indicated when the employee is expected to return to work. Failure to call one’s supervisor as required could result in disciplinary action, up to and including termination. All time away from work shall be supported by a physician’s statement.

C. Eligible employees are entitled to receive benefits for compensable work related injuries or illness. Benefits include payment for all medical and rehabilitative care and, in cases that involve lost time, Temporary Total Disability Benefits (TTD).

According to the Illinois workers’ compensation law, no compensation is payable to an employee for a work-related injury for the first three (3) complete working days of the employee's incapacity, unless the incapacity continues for fourteen (14) or more calendar days. If the injured employee is incapacitated for more than fourteen (14) calendar days, workers’ compensation will pay the employee retroactively for the first three (3) days of incapacity. Payments will be made directly to the injured employee from the Employer’s workers’ compensation insurance carrier. If the employee is incapacitated for less than fourteen (14) calendar days, the employee will be required to use paid time off for the first three (3) complete working days that the employee is absent and the Employer’s workers’ compensation insurance carrier will be responsible for the remaining days totaling less than fourteen (14) calendar days.

D. The Employer may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of the position.

E. The Employer prohibits retaliation against any employee for reporting a workplace injury or filing a workers’ compensation claim. Any employee that retaliates against another employee for making a good faith request for workers’ compensation is subject to discipline or termination.

6.07 Holidays

A. The following holidays are recognized by the Employer:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Holiday</th>
<th>Holiday</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Spring Holiday</td>
<td>Columbus Day</td>
<td>Christmas Eve Day</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
<td>Veteran’s Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Lincoln’s Birthday</td>
<td>Independence Day</td>
<td>Thanksgiving Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Labor Day</td>
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</tbody>
</table>
B. Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

C. If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the Department Head's approval, take the day off using vacation, compensatory time, or leave without pay.

D. Employees using any form of unpaid leave lasting longer than one full week will not be paid for holidays occurring after the first full week.

6.08 Vacation

A. Each regular full-time employee accrues vacation time according to their years of continuous service with the Employer. The amount of accrued hours is determined by the employment anniversary date. Vacation time will be credited to the employee’s accumulated leave balance on a monthly basis. Employees will earn vacation on the following schedule:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Vacation Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years of full-time service</td>
<td>35 hour week employee = 5.84 hours/month</td>
</tr>
<tr>
<td></td>
<td>37.5 hour week employee= 6.25 hours/month</td>
</tr>
<tr>
<td></td>
<td>40 hour week employee = 6.67 hours/month</td>
</tr>
<tr>
<td>5 years of full-time service but less than 10</td>
<td>35 hour week employee = 8.75 hours/month</td>
</tr>
<tr>
<td></td>
<td>37.5 hour week employee = 9.38 hours/month</td>
</tr>
<tr>
<td></td>
<td>40 hour week employee = 10 hours/month</td>
</tr>
<tr>
<td>10 years of full-time service but less than 15</td>
<td>35 hour week employee = 9.92 hours/month</td>
</tr>
<tr>
<td></td>
<td>37.5 hour week employee = 10.63 hours/month</td>
</tr>
<tr>
<td></td>
<td>40 hour week employee = 11.34 hours/month</td>
</tr>
<tr>
<td>15 years of full-time service and after</td>
<td>35 hour week employee = 11.67 hours/month</td>
</tr>
<tr>
<td></td>
<td>37.5 hour week employee = 12.5 hours/month</td>
</tr>
<tr>
<td></td>
<td>40 hour week employee = 13.34 hours/month</td>
</tr>
</tbody>
</table>

B. Vacation accrual will begin with the first payroll of the month immediately following their start date. Employee shall be allowed to use accumulated vacation time after six months of service, providing they have successfully completed their probationary period.

C. Each department is responsible for scheduling its employees’ vacations without undue disruption of department operations. Leave requests shall be submitted at least one week prior to taking vacation leave and must be approved before the employee takes leave.

D. The amount of an employee’s monthly vacation accrual is based on their employment anniversary date and years of continuous full-time service. At no time shall an employee be allowed to maintain an accumulation of more than eighteen (18) months of vacation accrual. Any previously accrued vacation time in excess of hours totaling eighteen (18) months will be deleted, and the employee shall not receive any compensation for the unused vacation time that is deleted. This practice will be strictly enforced and based on this policy, employees will only be paid for their eligible accumulated unused vacation time upon termination of employment.

E. An employee leaving employment for any reason will not accrue vacation hours in their last month of employment if they worked less than fifteen days in that month.
6.09 Sick Leave

A. All full-time regular employees and full-time probationary employees accrue sick leave benefits at the rate of one (1) day for each calendar month and may accumulate a total of forty (40) sick leave days. In the case of new hires, sick leave accrual will begin with the first payroll of the following month. The maximum total amount of accumulated sick leave hours for a 35 hour a week employee shall be 280 hours, the maximum total amount of accumulated sick leave hours for a 37.5 hour a week employee shall be 300 hours, and the maximum total amount of accumulated sick leave for a 40 hour a week employee shall be 320 hours. All hours above the employee’s maximum accrual allowance will be recorded for purposes of future possible IMRF service credit at the time of retirement.

B. Sick leave is awarded in days, not hours. For payroll purposes however, sick leave is logged as hours. If an employee’s daily hourly standard should change due to transfer, promotion, demotion, or resolution, their available and banked sick leave shall be adjusted to reflect the number of hours it shall take to award the same number of days. For example, when an eight (8) hour per day employee has forty (40) sick days available for use, this is reflected as three hundred and twenty (320) hours. If said employee switches to a seven (7) hour per day employee, the hours will be adjusted to two hundred and eighty (280) hours to continue to reflect forty (40) days of available sick leave.

C. All full-time probationary employees may use sick leave during their trial period. Employees do not accrue sick leave benefits during an unpaid leave.

D. Sick leave covers those situations in which an employee is absent from work due to:

i. Personal non-work injury or illness and is unable to perform work duties;

ii. The need to care for an employee’s immediate family member due to an illness, injury, or medical appointment of the family member, for the purpose of this section “immediate family” is defined as to mean “spouse, domestic partner, child, stepchild, parent, stepparent, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, grandchild, grandmother, grandfather, or anyone who raised the employee from childhood for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury;

iii. Medical, mental health, dental, ocular, or chiropractic care appointments for the employee, or their immediate family, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

iv. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

v. Use of a prescription drug that impairs job performance or safety;

vi. Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used;

vii. Drug and/or alcohol treatment.

E. A doctor’s certificate may be required when an employee is absent for a period in excess of three (3) days. When it is job related and consistent with business necessity, the Employer may also request the opinion of a second doctor at the Employer’s expense to determine whether the employee can perform the essential functions of the position with or without a reasonable accommodation.

F. If it is reasonable to believe an employee will have an extended qualifying leave of absence; the employee shall fill out the forms for FMLA and submit to the County Clerk’s office. Employees unable to comply shall be
notified of their rights under FMLA with the understanding that the required forms are due as soon as possible. FMLA notice will be provided to employees stating their leave status. See Section 7.01

G. Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their respective Department Head's prior approval, request unpaid leave. The County retains the right to determine, based on all relevant circumstances, whether it can accommodate such requests. Benefit continuation will be determined based on all extenuating circumstances, (i.e. remaining available leave under FMLA).

H. An employee leaving employment for any reason will not be allowed the use of sick leave in the last two (2) weeks of employment without a written doctor’s certificate. An employee leaving employment for any reason will not accrue sick leave hours in their last month of employment if they worked less than fifteen days in their last month. Unused sick leave will not be paid to the employee at the time of resignation or dismissal of an employee.

I. The Employer strictly prohibits retaliation against an employee for exercising his or her right to use personal sick leave benefits in accordance with this policy.

6.10 Bereavement

A. An employee may be granted paid leave up to five (5) days, as needed, by their Department Head in the event of the death of a spouse, child, stepchild, parent, stepparent, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, or anyone who raised the employee from childhood. If the employee desires to be absent for more than five (5) days, they may utilize previously earned, unused vacation days provided the Department Head approves such additional absence.

B. Eligible employees (as that term is defined in Section 101(2) of the federal Family and Medical Leave Act, 29 U.S.C. 2601 et seq.) are also entitled to take a maximum of two (2) weeks (ten (10) working days) of unpaid bereavement leave to: (a) attend the funeral or alternative to a funeral of a child; (b) make arrangements necessitated by the death of a child; or (c) grieve the death of a child. In the event of the death of more than one child in a twelve (12) month period, an employee is entitled to up to a total of six (6) weeks of bereavement leave during the twelve (12) month period.

C. Bereavement leave under the policy must be completed within sixty (60) days after the date on which the employee receives notice of the death of the child. An employee is required to provide the County with at least forty eight (48) hours advance notice of the employee’s intention to take bereavement leave unless providing such notice is not reasonable and practicable. The County may require reasonable documentation, including a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

D. An employee who is entitled to take paid or unpaid leave may elect to substitute any period of paid leave for an equivalent period of unpaid bereavement leave.

E. The Employer prohibits retaliation against any employee who exercises his or her rights under this policy, opposes any practice that the employee believes to be in violation of this policy, or supports the exercise of rights of another under this policy.

6.11 Jury/Witness Duty

Employees will be granted time off when summoned to serve on a jury. Employees must provide the Employer with a copy of the jury summons within ten (10) days of issuance. The Employer will pay an employee for the
time spent serving on a jury, but the employee is expected to sign over to the Employer any compensation received for jury service. Employees will also be granted time off from work with pay when called as a witness in a trial, on behalf of the Employer.

**ARTICLE VII – LEAVES OF ABSENCE**

**7.01 FMLA Leave**

This policy document supersedes any other existing policy or policy document governing the handling of leave taken pursuant to the Family and Medical Leave Act of 1993 (“FMLA”). It is intended to conform to the Employer’s obligations under 29 C.F.R. §825.300.

A. Eligibility: To be eligible for FMLA benefits, an employee must:

   i. Have worked for the Employer for a total of twelve (12) months; and
   ii. Have worked at least 1,250 hours over the previous twelve (12) months;
   iii. Work at a site with 50 or more employees within a 75 mile radius.

Employees who do not meet these requirements may apply for a leave of absence in accordance with Section 7.05 of this handbook.

B. Leave Entitlement: A covered employee is entitled to up to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period for one or more of the following reasons:

   i. For the birth of a son or daughter, and to care for the newborn child;
   ii. For the placement with the employee of a son or daughter for adoption or foster care;
   iii. To care for the employee's spouse, son or daughter or parent (but not parent-in-law) who has a serious health condition,
   iv. When the employee is unable to perform the functions of the employee's job because of a serious health condition, or because of incapacity due to pregnancy, prenatal medical care or child birth.

Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement.

Spouses employed by the same employer may be limited to a combined total of twelve (12) workweeks of family leave for the following reasons:

   i. Birth and care of a child;
   ii. For the placement of a child for adoption or foster care, and to care for the newly placed child; and,
   iii. To care for an employee’s parent who has a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status as defined by applicable federal regulations may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include the following as defined and limited by federal regulation: short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and additional activities arising out of the military member’s covered active duty or call to covered active duty status as agreed by employer and employee.
An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member (as defined by federal regulation) who is recovering from a serious illness or injury sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single twelve (12) month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Covered service member also includes a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. An eligible employee is entitled to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during the single twelve (12)-month period, but is entitled to no more than twelve (12) weeks of leave for:

i. The birth of a son or daughter of the employee and in order to care for such son or daughter;
ii. Because of the placement of a son or daughter with the employee for adoption or foster care;
iii. In order to care for the spouse, son, daughter or parent with a serious health condition;
iv. Because of the employee’s own serious health condition;
v. Or because of a qualifying exigency.

A husband and wife who are eligible for FMLA leave and are both employed by the Employer are limited to a combined total of twenty-six (26) workweeks of leave during the single twelve (12) month period if the leave is taken to care for a covered service member with a serious injury or illness AND for the birth of the employee’s son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, to care for the child after placement, or to care for the employee’s parent with a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule:

i. If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the employer’s approval.
ii. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or seriously ill or injured service member, or because the employee is seriously ill and unable to work.

The terms “son or daughter” are defined as biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.

C. Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
D. Leave Availability Calculation: The Employer has adopted the “rolling twelve (12) month period” method of calculating available FMLA leave for all types of leave with the exception of leave to care for a seriously ill or injured service member. Under the rolling twelve (12) month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding twelve (12) month period is examined. Any FMLA leave used during that preceding twelve (12) months is deducted from the twelve (12) weeks annual leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

For FMLA leave requests made to care for a covered service member with a serious injury or illness, the single twelve (12)-month period begins on the first day the eligible employee takes FMLA leave.

E. Substitution of Paid Leave: Any employee taking FMLA leave is required to substitute and use any remaining paid “leave” benefits which are available or become available during the FMLA leave. This includes vacation, personal, and sick days. Such paid leave is substituted for the unpaid FMLA leave, and is not in addition to such FMLA leave. All other FMLA leave is unpaid.

With Department Head approval, an employee may retain up to five (5) days of accrued paid leave (any combination of time) to be used by the employee as needed following their return to work after an approved Family Medical Leave.

F. Medical Insurance Benefits While On FMLA Leave: During FMLA leave, the Employer will maintain the employee's health coverage under any group health plan, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on leave. Payment is expected to be made in the same amounts, and at the same time (i.e. each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be canceled pursuant to the FMLA Rules and Regulations.

An employee can elect not to continue medical coverage while on leave. If this election is made, the Employer will immediately place the coverage into COBRA.

If the coverage is continued while on FMLA leave, and the employee does not return to work at the end of the FMLA leave period, the Employer will bill the employee for the amount of premiums paid by the Employer during the leave period unless the employee does not return to work due to a reason exempted from this provision by FMLA Rules and Regulations.

No other employment benefits provided by the Employer to employees are continued during FMLA leave. All such benefits are instead held in abeyance until the employee returns to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

G. Procedure for Requesting FMLA Leave: An employee must provide the Employer with at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If a thirty (30) day notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

Employees must provide sufficient information for the Employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the Employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide certification as specified below, and may be required to provide periodic recertification supporting the need for leave.
Any employee taking leave to care for the employee’s covered family member with a serious health condition, or due to the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position must be supported by a certification issued by the health care provider of the employee or the employee's family member on the form attached to this policy. An employee taking leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered service member may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the completed certification within fifteen (15) calendar days of the Employer’s request for certification. In the case of unforeseen leave, certification must be provided as soon as practicable. FMLA leave may be denied in accordance with the FMLA Rules and Regulations if appropriate certification is not provided.

H. Consequences of Taking FMLA Leave: Any FMLA leave taken will be counted against the available leave allowed by statute. Any employee seeking to return to work after leave taken because of the employee’s own “serious health condition” must submit a medical certification of fitness to return to duty, signed by the attending health care provider, before the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave.

On return from FMLA leave, the employee will be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Employer reserves the right to deny restoration to “key employees” as defined by the FMLA regulations where restoration will cause “substantial and grievous economic injury” to the operations of the Employer.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers’ compensation, the employee has no right to restoration to another position under the FMLA. The employee may, however, fall under the Americans with Disabilities Act (ADA).

I. Employer Responsibilities: The Employer must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the Employer will provide a reason for the ineligibility.

The Employer must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the Employer determines that the leave is not FMLA-protected, the employer must notify the employee.

J. Unlawful Acts By Employers: The FMLA makes it unlawful for any employer to:

i. Interfere with, restrain, or deny the exercise of any right provided under FMLA;

ii. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

K. Working Prohibited While On FMLA: An employee out on FMLA leave may not use that time to engage in work elsewhere, whether as an employee, independent contractor, volunteer or otherwise, unless prior written approval from the Employer has been obtained. If an employee is taking FMLA leave, it must be because an FMLA-qualifying reason is preventing the employee from appearing at work for the Employer. Performing work elsewhere is contradictory to that premise and will create a presumption that the employee fraudulently obtained or continued FMLA leave.
L. Enforcement: An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

M. Reference to FMLA Notice Poster: The Employer has posted in each department, a notice setting forth the relevant provisions of the FMLA. The terms of the notice are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself with the contents of the notice concerning all applicable employee rights and obligations under the FMLA.

7.02 VESSA Leave

A. The Employer will provide up to twelve (12) weeks of unpaid leave from work to an employee who is a victim of domestic or sexual violence (or who has a family or household member who is a victim of domestic or sexual violence) to address domestic or sexual violence if the employee is:

   i. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
   ii. Obtaining services from a victim services organization for the employee or the employee's family or household member;
   iii. Obtaining psychological or other counseling for the employee or the employee's family or household member;
   iv. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
   v. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

B. “Family or household member” means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence.

C. "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, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

D. Period of Leave: Employee shall be entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period. (This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA)) Leave may be taken intermittently or on a reduced work schedule.

E. Existing Leave: The employee may use any available paid or unpaid leave (including family, medical, sick, annual, personal, etc.) from employment, pursuant to federal, State or local law, a collective bargaining agreement, or an employment benefits program or plan, in substitution for any period of such leave for an equivalent period of leave.
F. Employee Notice Requirements: The employee shall provide the Employer with at least 48 hours’ advance notice of the employee’s intention to take the leave, unless providing such notice is not practicable.

When an unscheduled absence occurs, the County will not take any action against the employee if the employee, within a reasonable period after the absence (generally defined herein as fifteen (15) days) provides certification as shown under the next section.

G. Employee Certification: The County may require the employee to provide certification to the County that:

i. The employee or the employee’s family or household member is a victim of domestic or sexual violence; and

ii. The leave is for one of the purposes enumerated in the first paragraph above.

The employee shall provide such certification to the County within a reasonable period after the County requests certification.

An employee may satisfy the above certification requirement by providing to the County a signed and dated statement of the employee, and upon obtaining such documents the employee shall provide:

i. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;

ii. A police or court record; or

iii. Other corroborating evidence.

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

I. Restoration to Position: In general, an employee who takes leave under this policy shall be entitled, on return from such leave:

i. To be restored by the County to the position of employment held by the employee when the leave commenced; or

ii. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

J. Loss of Benefits: The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. An employee may elect to substitute available paid leave any period of leave under this policy. An employee will not be required to substitute available paid for the leave provided under this policy.

An employee who takes leave under this policy for the intended purpose of the leave shall be entitled upon return from such leave to be restored to the same position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

However, the employee is not entitled to:

i. the accrual of any seniority or employment benefits during any period of leave; or
ii. Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

K. Reporting to the Employer: The Employer may require an employee on leave under this policy to report periodically to the Employer on the status and intention of the employee to return to work.

L. Maintenance of Health Benefits: Except as provided under “Loss of Benefits,” during any period that an employee takes leave under this policy, the Employer shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

M. Failure to Return from Leave: The Employer may recover the premium that the Employer paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this policy if:

i. The employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired; and
ii. The employee fails to return to work for a reason other than:
iii. The continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave; or
iv. Other circumstances beyond the control of the employee.

The Employer may require an employee who claims that the employee is unable to return to work because of a reason described in (i) or (ii) above to provide, within a reasonable period after making the claim, certification to the Employer that the employee is unable to return to work because of that reason.

An employee may satisfy the certification requirement above by providing to the County:

i. A sworn statement of the employee;
ii. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;
iii. A police or court record; or
iv. Other corroborating evidence.

The Employer will not fail to hire, refuse to hire, discharge, constructively discharge, or harass any individual exercising their rights under this policy or otherwise discriminate against any individual exercising their rights under this policy with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising their rights under this policy.

N. Leave Availability Calculation: The Employer has adopted a “rolling twelve (12) month period” method of calculating available leave. In order to determine the amount of available leave, the calculation is made each time an employee commences leave. From that date, the preceding twelve (12) month period is examined. Any leave used during that preceding twelve (12) months is deducted from the total amount of leave under this policy. An employee is entitled to take no more than the remaining balance of leave.

O. Reference to Required Posting: The Employer has posted in each department, a poster setting forth the relevant provisions of the Victims’ Economic Security and Safety Act. The terms of that poster are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing
him/herself with the contents of that poster concerning all applicable employee rights and obligations under the Act.

7.03 Unpaid Leave

A. The County Board, the County Administrator, or Elected Official may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off from work for such reasons including, but not limited to: prolonged illness; parenting; caring for an ill relative; pursuing an education; or fulfilling a military obligation in excess of fifteen (15) days per year.

B. Only regular full-time employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements apply:

i. Leave may be granted to an employee for a period of up to thirty (30) days upon the approval of the County Board, County Administrator or Elected Official.

ii. Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.

iii. An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.

iv. In certain circumstances, self-payment of benefits may apply. See Section 6.01 (G) on group insurance coverage.

v. An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.

vi. If the leave without pay is due to an illness, the Employer may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.

7.04 Military Leave

The Employer will comply with all applicable federal, state and local laws providing military leave and benefit protections to eligible employees. Please direct any questions or requests for leave to the County Clerk’s Office.

Your Rights Under USERRA (The Uniformed Services Employment and Re-Employment Rights Act)

A. USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System.

USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

B. Re-Employment Rights: You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

i. You ensure that your employer receives advance written or verbal notice of your service;

ii. You have five years or less of cumulative service in the uniformed services while with that particular employer;

iii. You return to work or apply for reemployment in a timely manner after conclusion of service; and
iv. You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

C. Right to Be Free From Discrimination and Retaliation:

If you:
   i. Are a past or present member of the uniformed service;
   ii. Have applied for membership in the uniformed service; or
   iii. Are obligated to serve in the uniformed service;

Then an employer may not deny you:
   iv. Initial employment;
   v. Re-employment;
   vi. Retention in employment;
   vii. Promotion; or
   viii. Any benefit of employment

Because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

D. Health Insurance Protection

   i. If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
   ii. Even if you don’t elect to continue coverage during your military service, you have the right to be reinstated in your employer’s health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

E. Enforcement: The U.S. Department of Labor, Veterans’ Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its Web site at http://www.dol.gov/vets.

An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/userra.htm.

If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

**Rights Under Illinois Law**

A. The Local Government Employees Benefits Continuation Act (50 ILCS 140/1) generally provides that an employee of a unit of local government who is a member of any reserve component of the U.S. Armed Services
or Illinois National Guard who is mobilized to active duty as a result of an order of the President shall for each pay period continue to receive his or her regular compensation that he or she received from the unit of local government plus health insurance minus the amount of base pay for military service for the duration of active military service.

B. The Military Leave of Absence Act (5 ILCS 325/0.01) generally provides that full time employees that are members of a reserve component of the U.S. Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from his or her public employment for any period actively spent in military service, including basic training, special or advanced training, annual training and any other training required by the U.S. Armed Forces. During these leaves, the employee’s seniority and other benefits shall continue to accrue. During annual training, employees are to receive their regular compensation. During basic training, special or advanced training (for up to 60 days), and for any other training or duty required by the United States Armed Forces, if the employee’s daily rate of compensation for the military activities is less than his daily rate of compensation as a public employee, he shall receive the difference from the employer.

C. The Public Employee Armed Services Rights Act (5 ILCS 330/1) generally provides for the protection of any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active duty status to insurance coverage and its immediate continuation upon return to public employment, the right to any promotional, employment, contractual or salary benefit, pension rights, or any other right conferred by operation of law or collective bargaining agreement on similarly situated public employees during the period of the employee’s active duty.

D. The Service Member's Employment Tenure Act (330 ILCS 60/1) generally provides for position restoration and seniority preservation under certain conditions for those who leave employment to enter military service.

E. The Family Military Leave Act (820 ILCS 151/1) generally provides to eligible employees limited periods of family military leave, job restoration benefits and benefit continuation rights.

F. The Municipal Employee Military Active Duty Act (50 ILCS 120/0.01) generally provides for position restoration without loss of seniority to civil service employees who enlist or have been ordered to military service.

G. The National Guard Employment Rights Act (20 ILCS 1805/30.1) generally provides that any member of the National Guard whose absence is necessitated by reason of being called to state active duty shall be entitled to certain reemployment rights and benefits under certain conditions.

H. Employee eligibility under each of the referenced statutes is governed by all relevant statutory provisions.

7.05 Administrative Leave

On a case-by-case basis, the Employer may place an employee on administrative leave with or without pay for an indefinite period of time, as determined by the Department Head to be in the best interests of the Employer during a pending investigation or other administrative proceeding.

7.06 Blood Donation Leave

A. The Employee Blood Donation Leave Act may allow paid leave to donate blood and/or blood platelets. The following amounts of leave may be taken:

i. Employees may use up to one (1) hour to donate blood.
ii. Employees may use to two (2) hours to donate blood platelets.

B. The frequency of the blood donation times shall be as set by rule in accordance with appropriate medical standards established by the American Red Cross, America’s Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

C. Such leave is subject to the approval of the Employer.

*For further information and specific provisions see 820 ILCS 149/1*

**ARTICLE VIII – DISCIPLINE/TERMINATION**

8.01 Discipline

A. All employees are expected to exercise good judgment, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the County.

B. Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the County may result in discipline, including termination.

C. The County Board or County Administrator, or Department Head, as appropriate, has full discretion and authority to impose disciplinary action, including termination, in accordance with Employer’s policy and the circumstances of the particular case.

D. The following is a non-exhaustive list of the types of behavior that may result in discipline:

   i. Violation of the Drug-Free Workplace/Substance Abuse/Drug Testing policy.
   ii. Violation of a lawful duty.
   iii. Violation of Discrimination/Harassment/Sexual Misconduct policy.
   iv. Insubordination.
   v. Absence from work without first notifying and securing permission from the supervisor.
   vi. Unacceptable pattern of absence or tardiness.
   vii. Unsatisfactory job performance, as determined by the Employer.
   viii. Conviction of any felony or a misdemeanor involving moral turpitude.
   ix. Acceptance of fees, gratuities or other valuable items in the performance of the employee’s official duties for the Employer.
   x. Inability, refusal or failure to perform the duties of the assigned job.
   xi. Violation of duties or rules imposed by this handbook, or by any other Employer rule, regulation or administrative order.

E. This list is not all-inclusive, but only serves as a general guide. The Employer may discipline or terminate employees for other reasons not stated above.

F. In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation. The employer reserves the right to bypass any step in the disciplinary process and proceed to more severe discipline or termination, as it deems appropriate:
i. Oral Warning: An oral warning is a counseling session between the employee’s supervisor and the employee on the subject of the employee's conduct and performance, or their failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the Employer by changing the employee's conduct, attitude, habits, or work methods. Following the counseling session, the supervisor shall document the oral warning.

ii. Reprimand: A reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employee's personnel file.

iii. Suspension: A suspension is a temporary, unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record.

iv. Termination: An employee may be terminated for serious or repeated disciplinary infractions at the discretion of the Employer.

G. Suspensions with pay, where the employee is placed on administrative leave, may be utilized by the County Board or County Administrator pending the results of an investigation or disciplinary action where the County Board or County Administrator determines that factors such as public confidence, the safety of the employee, or the efficient functioning of the Employer call for such a suspension.

8.02 Termination

A. At will employees may be terminated with or without cause or notice. Circumstances that may lead to termination include, but are not limited to:

   i. As a result of disciplinary action.
   ii. Due to loss of skills, certifications, or other conditions that would make the employee unfit for employment.
   iii. When the County Board has made a determination that a lack of work or funding exists with respect to the employee's position.
   iv. Where disability cannot be reasonably accommodated without causing undue hardship or posing a direct threat.
   v. Whenever the County Board determines to make changes deemed to be in the best interest of the Employer.
Acknowledgment of Receipt and Understanding of the Jo Daviess County Employee Handbook Policy

I hereby acknowledge that I have received a copy of the Jo Daviess County Employee Handbook Policy and that I am responsible for familiarity and compliance with all the provisions contained in the Employee Handbook Policy. I understand that additional policy information that has been referenced is available in either paper or electronic format.

I understand that I should direct any questions I may have to my Department Head or the County Administrator’s office regarding the policies, procedures, or standards contained with this handbook within ten (10) days of receipt.

I acknowledge that this handbook supersedes and replaces all previous handbook policies and procedures and that the Employer reserves the right to add, eliminate, or otherwise amend at any time, any of the policies, procedures, or standards contained in the handbook.

I understand that negotiated policies and procedures within a Collective Bargaining Agreement, if different, supersede the policies within this handbook.

I understand that I am expected to abide by these policies during my employment. I also understand and acknowledge that this handbook does not constitute a contract, nor should it be interpreted as a contract between Jo Daviess County and me.

Employee Signature: ____________________________ Date: _________________

Print name: ____________________________________________
Acknowledgment of Receipt and Understanding of the Jo Daviess County Policy against Discrimination, Harassment, and Sexual Misconduct

I have read and I understand the Policy against Discrimination, Harassment, and Sexual Misconduct. I understand that if I ever have any questions or concerns I can speak to my supervisor, the Ethics Officer or the Department Head, the County Administrator or the County Board Chairperson. I have signed and dated this acknowledgment to confirm my receipt and understanding of the policy.

Please respond to the following questions, circle appropriate answer and initial:

Have you read, and do you understand this policy?  Yes  No  Initials: _____

Do you have any questions about this policy?  Yes  No  Initials: _____

Do you know how to file a complaint should you ever have a problem with discrimination, harassment, or sexual misconduct or if you see inappropriate behaviors at work?  Yes  No  Initials: _____

If you ever have a problem or concern regarding discrimination, harassment, or sexual misconduct in the workplace, please list who within our organization you can address your concerns with:  1) _______________________  2) _______________________  3) _______________________  Initials: _____

Do you have any questions about this policy?  Yes  No  Initials: _____

If you ever have a problem or concern regarding discrimination, harassment, or sexual misconduct in the workplace, please list who within our organization you can address your concerns with:  1) _______________________  2) _______________________  3) _______________________  Initials: _____

Are you aware of any behaviors going on either in our workplace or outside the workplace that may impact the workplace and that are inconsistent with this policy?  Yes  No  Initials: _____

Employee Signature:_________________________________ Date:______________

Print name:________________________________________

I certify that the above person has received the Policy against Discrimination, Harassment and Sexual Misconduct and that I have reviewed this checklist with him/her.

Supervisor Signature:_______________________________ Date:______________

Print name:________________________________________
Acknowledgment of Receipt and Understanding of the Jo Daviess County Cannabis, Drug, and Alcohol Use/Abuse Policy

This is to certify that I have received, read and understand the Jo Daviess County Cannabis, Drug and Alcohol Use/Abuse Policy.

________________________
Employee Name (printed)

________________________
Date

________________________
Employee Signature