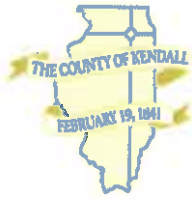


# COUNTY OF KENDALL, ILLINOIS

## Admin & HR Committee

County Office Building  
County Board Rooms 209-210



**Monday, October 24, 2016 ~ 5:30 p.m.**

### MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** Lynn Cullick (Chair), Judy Gilmour, Dan Koukol, John Purcell, John A. Shaw (Vice Chair)
3. **Approval of Agenda**
4. **Approval of Minutes from October 6, 2016 Meeting**
5. **Elected Official and Department Head Reports**
6. **Committee Business**
  - *Approval of Contract with Bruce Harris & Associates for an amount not to exceed \$7,995.00 for change detection services (GIS)*
  - *HR Audit/Employee Handbook Update*
7. **Action Items for County Board**
8. **Public Comment**
9. **Executive Session**
10. **Adjournment**

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Thursday, October 6, 2016**

**CALL TO ORDER**

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 3:00p.m.

**ROLL CALL**

Committee Members Present: Dan Koukol - here, Judy Gilmour – here, Lynn Cullick – here.  
With three members present, a quorum was established to conduct committee business.

*Member Purcell arrived at 3:13p.m.*

*Member Purcell left the meeting at 4:20p.m.*

Committee Members Absent: John A. Shaw

Others present: Glen Campos, Scott Koeppel, Jeff Wilkins

**APPROVAL OF AGENDA:** Member Gilmour made a motion to approve the agenda, second by Member Koukol. With all in agreement, the motion carried.

**APPROVAL OF MINUTES:** Member Koukol made a motion to approve the September 27, 2016 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

*Technology* – Scott Koeppel reported that the calendar has been updated and the new version is running much quicker. Mr. Koeppel also reported that he will update the committee when he hears back from KenCom regarding funding of the new hire.

Mr. Koeppel also said the FCC part of the updating of the link between the County Office Building and the KenCom tower to increase internet speed. They are now simply waiting for the arrival of the part.

Mr. Koeppel said that Technology has been researching pricing for Microsoft Surfaces for some of the County Board members, and can get a price break if five are purchased at the same time. He said the Technology can purchase two out of his budget. The pricing includes the computer, the cover and a 3-year warranty. Discussion on how many would be needed, the laptops that they currently have, and sources for funding this year, and next fiscal year. Mr. Koeppel stated that he included the purchase of new laptops in the FY2017 budget. There was consensus by the committee to purchase four new Surface computers for the County Board and to use funds from the Contingency fund.

*Administrative Services/HR* – Jeff Wilkins briefly reviewed the monthly reports with the committee.

**PUBLIC COMMENT - None**

**COMMITTEE BUSINESS**

- *2017 Property Liability Workers Compensation Coverage* – Rich Ryan with Wine Sergi presented the 2017 Property Liability Workers Compensation Coverage Proposal from IPMG. Discussion followed on the various options and coverage. Member Koukol made a motion to forward for approval the 2017 Property Liability Workers Compensation Coverage Proposal from IPMG, second by Member Gilmour. **With four members voting aye, the motion carried.**
  
- *Approval of the Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement for Kendall Area Transit Program* – Member Purcell made a motion to forward the item to the County Board for approval, second by Member Koukol. **With four members present voting aye, the motion carried.**
  
- *Authorize disposal of vehicle formerly used for Kendall Area Transit Program* – Mike Neuenkirchen, Kendall Area Transit briefed the committee on a vehicle used by Kendall Area Transit that is now at 120 thousand miles, and in need of repair. Mr. Neuenkirchen stated that they have already received IDOT approval for disposal of the vehicle. Mr. Neuenkirchen said there are two options for disposal – auction, and bid proposal. Member Purcell made a motion to Authorize disposal of vehicle formerly used for Kendall Area Transit, by bid option, second by Member Gilmour.

Roll Call: Member Gilmour – yes, Member Purcell – yes, Member Koukol – abstained, Member Cullick yes. **With Members Gilmour, Cullick and Purcell voting aye, and Member Koukol abstaining, the motion carried with a a vote of 3-1.**

- *County Employee Picnic* –Discussion on other options for employee appreciation, suggestions other than an annual picnic included Pizza Day and Ice Cream Social. Topic to be discussed further at the October 25, 2016 meeting.

**ITEMS FOR COMMITTEE OF THE WHOLE - None**

**ACTION ITEMS FOR COUNTY BOARD**

- *Approval of the 2017 Property Liability Workers Compensation Coverage Proposal from IPMG*

- *Approval of the Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement for Kendall Area Transit Program*

**PUBLIC COMMENT – None**

**EXECUTIVE SESSION – Not Needed**

**ADJOURNMENT – Member Gilmour moved to adjourn the meeting at 4:21p.m., second by Member Koukol. The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**CONTRACT FOR  
CHANGE DETECTION SERVICES**

**BETWEEN**

**KENDALL COUNTY, ILLINOIS**

**AND**

**BRUCE HARRIS & ASSOCIATES, INC.**  
21 N. River Street  
Batavia, IL 60510

**Bruce Harris**



**CONFIDENTIAL BUSINESS INFORMATION**

## CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between Bruce Harris & Associates, Inc., hereinafter called "Contractor", party of the first part, and Kendall County, Illinois, a municipal corporation, hereinafter called "Kendall County", party of the second part, WITNESSETH:

THAT WHEREAS, the Contractor is in the business of providing Geographic Information Systems and related services for various governmental agencies in the United States, and

WHEREAS, Kendall County is desirous of having the Contractor provide change detection services to the County of Kendall.

NOW, THEREFORE, in consideration of the covenants and conditions of this Contract, IT IS AGREED between the parties as follows:

## **SCOPE OF SERVICES**

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Bruce Harris & Associates, Inc. (BHA) will provide change detection services to Kendall County using two sets of aerial photography. The purpose of the project is to identify new, modified, and deleted buildings/structures within the County.

### **TASK 1 - PROJECT INITIATION**

As part of the project initiation a project kick-off meeting will be held. The project kick-off meeting's purpose is to introduce all of the project team participants, review project purpose and objectives, review project scope, review milestones, review deliverables, review project plan, review task assignments and roles, review communication plan and reporting, and change management procedures. The meeting will take place at the Kendall County offices. A typical project kick-off meeting agenda includes:

1. Project Team Introductions
2. Discuss BHA Project Roles
3. Discuss Kendall County Project Roles
4. Project Technical Overview
5. Review Project Milestones and Project Plan
6. Project and Status Reporting
7. Discuss Project Risks
8. Review Project Assumptions
9. Discuss Change Management Plan

Upon completion of the project, BHA will participate in a project closeout meeting to review the project as a whole.

#### **BHA Responsibilities:**

- Conduct Project Kick-off Meeting

#### **Kendall County Responsibilities:**

- Participation in Project Kick-off Meeting
- Provide meeting space for Project Kick-off Meeting

### **TASK 2 - GEODATABASE DESIGN AND REVIEW**

BHA will create a geodatabase to be used for this project. The geodatabase will contain a feature class(es) where BHA staff will identify parcels that contain a changed structure(s). A single attribute will identify the change that includes a domain value. Two additional fields will be added per the County's request and domain values will be created for these fields.

#### **BHA Responsibilities:**

- Create Geodatabase Schema

**Kendall County Responsibilities:**

- Review and Approve Geodatabase Schema

**Exclusions:**

- No fields will be created without a corresponding coded value domain

**Assumptions:**

- ArcGIS for Desktop 10.3 or 10.4 will be used

**Deliverables:**

- Geodatabase Schema

**TASK 3 - PERFORM CHANGE DETECTION**

Using the geodatabase created in Task 2, BHA will perform the change detection using ArcGIS for Desktop. Two aerial flights will be reviewed.

**BHA Responsibilities:**

- Perform Change Detection

**Kendall County Responsibilities:**

- Provide all source data to BHA free of charge
- All aerial photography will be provided as MrSID or other mutually agreed upon format

**Exclusions:**

- Building footprints will not be created

**Assumptions:**

- ArcGIS for Desktop 10.3 or 10.4 will be used

**Deliverables:**

- Change Detections Geodatabase

**TASK 4 - FINAL DELIVERY**

BHA staff will deliver and review the final deliveries with the Kendall County GIS staff. The final geodatabase will be delivered via FTP or other mutually agreed upon format. A pilot/prototype area will be delivered prior to the full County delivery.

**BHA Responsibilities:**

- Deliver final geodatabase

**Kendall County Responsibilities:**

- Import the data into the County's GIS databases as needed



**Exclusions:**

- ArcGIS for Server support is not included

**Assumptions:**

- ArcGIS for Desktop 10.3 or 10.4 will be used

**Deliverables:**

- Change Detections Geodatabase

**OVERALL ASSUMPTIONS**

- BHA work will be completed off site from the BHA Batavia, IL office; no travel will be required for these tasks with the exception of project kick-off and final delivery tasks.
- Kendall County will assign GIS and IT support staff who will work directly with BHA.
- Kendall County will provide BHA with all of the source GIS data to complete this project.

**PROGRESS REPORTING**

A project progress report will be provided and made available to the Kendall County team. All tasks and subtasks will be listed. Kendall County will be notified that progress on a task has been completed and is ready for review. Kendall County will indicate they have reviewed the progress and ask for clarification if needed. The progress reporting is not meant to replace regular project status meetings, but is meant to ensure incremental progress is made, all requests and revisions are well documented, and the project stays on track and within the projected time line.

## ADDITIONAL PROVISIONS

1. It is agreed between Bruce Harris & Associates, hereinafter called "Contractor", and Kendall County, hereinafter called "Kendall County", that all work and services as described in this contract will be completed within 2 to 3 months from receipt of all source data from Kendall County.
2. It is agreed that the Contractor will be paid by Kendall County the sum of \$7,995.00 (Seven Thousand Nine Hundred Ninety Five Dollars) as compensation for the services outlined within this contract.
3. Neither party may assign this contract without the prior written consent of the other.
4. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
5. The Contractor assigns sole ownership of the data (Deliverables) to Kendall County for all deliverable products produced under this contract and such data shall not be copyrighted by the Contractor. Contractor does not retain the right to sell, lease or otherwise distribute the delivered data without prior written permission from Kendall County.
6. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
7. This Agreement may also be terminated without cause by Kendall County upon written notice delivered to the Contractor at least thirty (30) calendar days prior to the effective date of termination. With the exception of the following sentence, no additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. In the event of termination by County without cause, Contractor will be reimbursed for all reasonable charges for services rendered to date. However, should the County terminate the agreement due to a substantial failure on Contractor's part; no such reimbursement shall be paid.
8. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, each of the parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

9. The Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
10. All services to be undertaken by the Contractor shall be carried out by competent and properly trained personnel of the Contractor to the highest standards and to the satisfaction of Kendall County. No warranties implied or explicit may be waived or denied.
11. The Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
12. The Contractor certifies that the Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
13. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
14. Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
15. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, by Kendall County Technology Services, Attention: Scott Koeppel, 811 West John street, Room 229, Yorkville, Illinois, 60560, fax (630) 553-4031 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to: Bruce Harris, Bruce Harris & Associates, Inc., 21 N. River Street, Batavia, IL 60510.

16. It is understood and agreed that the Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. The Contractor understands and agrees that the Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to the Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. The Contractor further understands and agrees that the Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the Contractor's officers, employees and/or agents who perform services as set forth in the Contract. The Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Contractor, The Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of the Contractor, the Contractor's officers, employees and agents. The Contractor hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that the Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.
17. Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The County's participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold the County harmless, as set forth above.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the completion and/or termination of this contract.

18. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County. Before starting work hereunder, Contractor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the

laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to Kendall County in this Agreement.

19. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
20. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties
21. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
22. The County of Kendall and the Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

TERM OF CONTRACT

This contract shall be in force from the date of execution of this contract until completion of the services described herein and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract.

This Contract, as heretofore described, made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BRUCE HARRIS & ASSOCIATES**  
Contractor

**COUNTY OF KENDALL**  
Yorkville, Illinois

By: \_\_\_\_\_  
Bruce C. Harris, President

By: \_\_\_\_\_  
County Board Chairman

Bruce Harris personally appeared before me as an officer and agent of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Page	Policy Topic	Status	Issue	ICRMT Policy vs. KC	Law / Effective
10	Sexual Orientation	Has not been discussed at HR Admin Committee	Discrimination against Sexual Orientation	ICRMT covers sexual orientation and harassment but does not include complaint procedure, KC policy does not discuss sexual orientation	Illinois Human Rights Act 1-1-06 / Also see IL Equal Employment Opportunity Statement from the Office of Executive Inspector General
37	e-cigarette	Has not been discussed at HR Admin Committee	KC policy currently does not have a policy that affects/reflects e-cigarettes	ICRMT policy prohibits e-cigarette, but does not mention vehicle use	IGA Approved (02/08/16) for Consideration Bill HB2404
47	IL Privacy Act / Social Media	Has not been discussed at HR Admin Committee	Personal online Social Media accounts	Covered in ICRMT, not KC handbook	Amendment to current privacy act, new law takes effect January 1, 2017
57	Employee Sick Leave Act	Has not been discussed at HR Admin Committee	Use of employee sick time	ICRMT covers all qualified family members, KC does not	Public Act 99-0841, effective January 1, 2017
72	Healthcare contributions after FMLA exhausted	Discuss to KC handbook	To pay total cost of healthcare premium(s) after 12 weeks FMLA is exhausted	Consider "after 12 weeks of FMLA has been exhausted the employee will be required to pay 100% share of health insurance premiums on the same schedule as he or she would under COBRA."	Family Medical Leave Act
76	OSHA Workplace Safety Reporting and Anti-Retaliation Regulations	Has not been discussed at HR Admin Committee	KC policy currently does not reflect. Employee notification of injuries and retaliation for reporting work related injuries	ICRMT policy covers new OSHA law, KC policy does not	OSHA Tracking and Record Keeping, Effective January 1, 2017
82	Child Bereavement Leave Act	Has not been discussed at HR Admin Committee	Requires employers to provide unpaid leave for the death of a child	ICRMT covers this policy, nothing in KC	820 ILCS 154/1, became effective 07/29/16
83	School Visitation Right	Has not been discussed at HR Admin Committee	KC policy currently does not reflect this activity in its policy handbook	ICRMT covers policy, KC does not	(820 ILCS 147/) School Visitation Rights Act

## 2.1 [Employer]'s Policy against Discrimination, Harassment and Sexual Misconduct

### I. STATEMENT OF POLICY

It is the [employer]'s policy 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 prohibited under federal or state law. Sexual misconduct is also prohibited. The [employer] will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom [employer] has a business, service, or professional relationship. "Employee" for purposes of this policy includes any individual performing services for [employer], an apprentice, an applicant for apprenticeship, or an unpaid intern. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The [employer] is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. [Employer] will take disciplinary action, up to and including termination, against an employee who violates this policy.

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:

1. submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
2. submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
3. the harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe or pervasive nature of the conduct.



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

- 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.
- 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.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

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 [employer] deems inappropriate and in violation of our policy:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. 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.
4. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
5. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, derogatory or suggestive comments about a person's body or dress.
6. 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 regarding disabled individuals.
7. Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

Sexual misconduct is strictly prohibited by [employer] 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).

## **II. RESPONSIBILITIES**

### **A. Supervisors**

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

1. Monitoring the workplace environment for signs of discrimination, harassment or sexual misconduct;
2. 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.
3. 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.
4. 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;
5. Immediately reporting any complaint of harassment, discrimination or sexual misconduct to the [state's attorney, city attorney, village attorney]; and
6. 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:

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

2. Immediately reporting any violations of this policy to a supervisor 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).
3. 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 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.

The [employer] 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.

### III. APPLICABLE PROCEDURES

The [employer] 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 the [employer]'s complaint procedure to advise the [employer] of any perceived violation of this policy as soon as it occurs.

#### A. Bringing a Complaint

Any employee of [employer], or an employee of a [insert name of official], who believes that there has been a violation of this policy may bring the matter to the attention of [employer] in one of the following ways:

1. Advising his or her supervisor; or
2. Advising the offending employee's supervisor, the [County State's Attorney, City Attorney, Village Attorney] or the [County Clerk, City Clerk, Village Clerk] in the event that the alleged harasser is the [State's Attorney, City Attorney, Village Attorney].

If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the [State's Attorney, City Attorney, Village Attorney].

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

#### B. Resolution of a Complaint

Promptly after a complaint is submitted, the [employer] will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by [employer] to investigate such complaints. Important data to be provided by the complaining employee includes the following:
  - a. A description of the specific offensive conduct;
  - b. Identification of all person(s) who engaged in the conduct;
  - c. The location where the conduct occurred;
  - d. The time when the conduct occurred;
  - e. Whether there were any witnesses to the conduct;
  - f. Whether conduct of a similar nature has occurred on prior occasions;
  - g. Whether there are any documents which would support the complaining employee's allegations;
  - h. What impact the conduct had on the complaining employee.
2. While not required, [employer] encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.
3. After a complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of [employer]. 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.
4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.

5. Once this investigation is completed, [employer] will take such action as is appropriate based upon the information obtained in the investigation. In the event that [employer] 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:
  - a. Verbal or written reprimand;
  - b. Placing the offending employee on a corrective action plan for a period of time to be identified;
  - c. Delay in pay increases or promotions;
  - d. Suspending the offending employee from work without pay;
  - e. Demotion;
  - f. Immediate termination.
6. Upon completion of the investigation, [employer] will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When investigating alleged violations of this policy, [employer] 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.

### **Non-Retaliation**

Under no circumstances will there be any retaliation against any employee making a 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 [State's Attorney, City Attorney, Village Attorney] or [County Clerk, City Clerk, Village Clerk].

If you have any questions concerning the [employer]'s policies on this matter, please see your supervisor or the [State's Attorney, City Attorney, Village Attorney]. Further information may also be obtained from the Illinois

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## **2.11 Smoking and the Use of Electronic Cigarettes**

[Employer] prohibits smoking and the use of electronic cigarettes in the workplace and at any work site, while driving any vehicle owned or leased by [employer] or while performing job duties on behalf of [employer]. Smoking and the use of electronic cigarettes is also prohibited within 15 feet of the entrance or exit, any window that opens or ventilation intake of any building owned or operated by [employer].



## **2.18 Social Media Policy and Guidelines**

This is the official policy for social media use at [Employer] and provides guidance for employees and elected officials on their professional and personal use of social media.

All employees are responsible for knowing and understanding the policy.

### **Professional Use of Social Media**

Before engaging in social media as a representative of [employer], you must be authorized to comment by an elected official or department head. You may not comment as a representative of the [employer] unless you are authorized to do so.

Once authorized to comment, you must:

- Disclose you are an employee or elected official of the [employer], and use only your own identity.
- Disclose and comment only on non-confidential information. Confidential information is separately defined in this policy.
- Ensure that all content published is accurate and not misleading and complies with all [employer] policies.
- Comment only on your area of expertise and authority.
- Ensure comments are respectful and refrain from posting or responding to material that is offensive, obscene, defamatory, threatening, harassing, bullying, and discriminatory, infringes copyright, breaches a Court order, or is otherwise unlawful.
- Refrain from making comments or posting material that might otherwise cause damage to the [employer's] reputation or bring it into disrepute.

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

The [employer] recognizes that you may wish to use social media in your own personal life. This policy does not intend to discourage or unduly limit your personal expression or online activities.

However, you should recognize the potential for damage caused (either directly or indirectly) to the [employer] in certain circumstances via your personal use of social media when you can be identified as an employee of [employer]. Accordingly, you should comply with this policy to ensure that risk of such

damage is minimized. You are personally responsible for the content you publish in a personal capacity on any form of social media platform. Remember that all posts are public and often permanent. When in doubt, you should seek guidance from your department head on how to comply with this policy. [Employer] reserves the right to read what you write or say publicly and make a determination if it meets this policy.

- Represent yourself accurately. Unless [employer] has designated you to speak officially for [employer], you should not state that you write or speak on behalf of [employer] or that your viewpoints are the same as [employer's], and you should make this clear to those reading or listening to your points of view.
- Do not disclose private or confidential information about [employer], employees, or about citizens that you obtained through your employment with [employer]. Confidential information is information that is exempt from disclosure under Section 7 of the Illinois Freedom of Information Act, 5 ILCS 140/7 or which is prohibited from being disclosed under state or federal law.
- Even when using social media on a personal basis, employees may be disciplined for posting material that is, or might be construed as, vulgar, obscene, threatening, intimidating, harassing, or a violation of [employer's] workplace policies against discrimination, harassment on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic.
- If you chose to identify your work affiliation on a social network, you should regard all communication on that network as you would in a professional network. Ensure your profile, photographs and related content is consistent with how you wish to present yourself with colleagues and clients.
- Employees who access social media during work hours or on [employer] owned equipment should still comply with [employer] computer usage policy. There is no right to privacy on [employer] owned equipment.
- [Employer] may discipline employees for making a comment or posting any material that might otherwise cause damage to [employer's] reputation or bring it into disrepute. When the employee's comment is made as a citizen and not as an employee and is made on a matter of public concern, [employer] may discipline the employee in situations where the interests of [employer] in promoting efficient operations outweighs the interests of the employee in commenting on such matters of public concern.

Nothing in this policy shall be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the Illinois Public Labor Relations Act. [Employer] has and always will comply fully with the obligations under the Illinois Public Labor Relations Act. Likewise, nothing in this policy shall be interpreted in a manner that unlawfully restricts an employee's rights under the federal or state Constitution. [Employer] has and always will comply with federal and state law.

A violation of this policy may subject an employee to discipline, up to and including termination.

### **Use of Sick Leave to Attend to a Family Member**

An employee may use personal sick leave benefits for absences due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, 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. [[Employer] limits the use of personal sick leave benefits for absences due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to an amount that would be accrued during six months at the employee's current rate of entitlement.]

### **Retaliation Prohibited**

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

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

### **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.

### **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.

## PROCEDURE FOR REQUESTING FMLA LEAVE

An employee must provide [employer] with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days 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 [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 [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 servicemember 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 servicemember 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 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.

## 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).

## **EMPLOYER RESPONSIBILITIES**

[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, [employer] will provide a reason for the ineligibility.

[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 [employer] determines that the leave is not FMLA-protected, the employer must notify the employee.

## **UNLAWFUL ACTS BY EMPLOYERS**

The FMLA makes it unlawful for any employer to:

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

## **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 supercede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### **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.



### **3.9 Workers' Compensation**

The safety and health of our employees is very important to [employer]. Despite our best efforts at prevention, accidents in the workplace can sometimes occur.

When an employee is injured in his or her scope of employment, the employee may be eligible for workers' compensation benefits.

#### **Reporting Injuries**

An employee is required to report any and all injuries that occur or may have occurred while performing his or her job duties as soon as he or she is aware of the injury to [e.g., his or her manager, the Human Resources Department, the Clerk].

#### **Retaliation Prohibited**

[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.

### 3.11 Bereavement Leave

Full-time employees may take [e.g., 3] days of paid bereavement leave for the death of an immediate family member. For purposes of this policy, *immediate family member* is defined as a spouse, parent, child, brother, sister, grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, step-parent, step-parent-in-law or legal guardian.

Full-time employees may take [e.g., 1] day paid bereavement leave for the death of any other family member.

Part-time employees may take [e.g., 1] day of paid bereavement leave for the death of any immediate family member.

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 2 weeks (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 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during the 12-month period.

Bereavement leave under this policy must be completed within 60 days after the date on which the employee receives notice of the death of the child. An employee is required to provide [employer] with at least 48 hours' advance notice of the employee's intention to take bereavement leave unless providing such notice is not reasonable and practicable. [Employer] 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.

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.

[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.

### **3.12 School Visitation Leave Policy**

In accordance with the School Visitation Rights Act, an employee who has worked for [employer] for at least six (6) consecutive months and works at least a half-time schedule may take up to eight (8) hours off during any school year, and no more than four (4) hours in one day to attend school conferences or classroom activities related to the employee's child, provided that the conference or classroom activity cannot be scheduled during non-working hours. Before taking leave pursuant to this policy, an employee must have exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except for sick leave and disability. Employees who intend to take leave pursuant to this policy are required to provide a written request at least seven (7) days in advance to their supervisor. In emergency circumstances, only twenty-four (24) hours' notice will be required. The employee is required to consult with his or her supervisor to schedule the leave so as not to unduly disrupt operations. Employees who take leave pursuant to this policy will be given a reasonable opportunity to make up the time off taken on a different day or shift as directed by the employer, but in no circumstances shall such make-up hours be scheduled so that they result in overtime pay to the employee. Employees are not required to make up the time, and if they choose not to do so, shall not be compensated for the time off. Employees are required to provide verification of the school visit to their supervisor within two (2) working days. Failure to provide verification may result in disciplinary action.