



**COUNTY OF KENDALL, ILLINOIS  
HUMAN RESOURCES & INSURANCE**  
Kendall County Office Building, 111 W. Fox Street  
County Board Rm 209 & 210, Yorkville, IL 60560  
**Monday, February 5, 2024 at 5:30 p.m.**  
**MEETING AGENDA**

1. **Call to Order**
2. **Roll Call:** Ruben Rodriguez (Chairman), Jason Peterson (Vice Chairman), Elizabeth Flowers, Zach Bachmann, and Matt Kellogg
3. **Approval of Agenda**
4. **Approval of Minutes**
5. **Committee Reports and Updates**
  - A. **Horton Group – Kendall County Employee Benefits Report and Update**
  - B. **Monthly Benefits Report (Pages 3-4)**
  - C. **Monthly Human Resources Department Report (Page 5)**
  - D. **Executime & Tyler Munis Update (Page 6)**
6. **New Committee Business**
  - A. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): Resolution Regarding Kendall County Wellness Program Guidelines (Pages 7-9)**
  - B. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): Revised Section 8.7 Victims' Economic Security and Safety Policy (Pages 10-16)**
  - C. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): New Section 5.14 Confined Spaces Policy (Pages 17-19)**
  - D. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): New Section 8.13 Blood and Organ Donor Leave Policy (Pages 20-22)**
  - E. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): Deputy Director Job Description (EMA Department) (Pages 23-28)**
  - F. **\*MOTION (VV) (Forward to CB 2/20/2024 Meeting): Revised Kendall County Organizational Chart and Headcount (Pages 29-30)**
7. **Old Committee Business**
8. **Chairman's Report**
9. **Public Comment**
10. **Executive Session**
11. **Items for Committee of the Whole**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.*

**12. Action Items for County Board**

**A. Items for Consent Agenda**

**B. Items under Committee Business**

**13. Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.*

# MONTHLY MEDICAL INSURANCE REPORT

FY 24

PLAN	Non-Union Union		EMPLOYEES Total Enrolled		Annual ER Plan Cost
			Jan-24	Feb-24	
HMO EE	15	10	27	25	\$8,562.78
HMO EE + SP	1	4	X	5	\$13,066.83
HMO EE + CH	2	3	X	5	\$12,710.13
HMO FAM	3	12	23	15	\$17,324.01
H.S.A. \$1600 EE	77	51	117	128	\$13,229.77 *
H.S.A. \$1600 EE + SP	9	7	X	16	\$20,899.69 *
H.S.A. \$1600 EE + CH	14	11	X	25	\$20,411.05 *
H.S.A. \$1600 FAM	24	27	99	51	\$26,731.51 *
H.S.A. \$3200 EE	0	1	2	1	\$12,056.89 *
H.S.A. \$3200 EE + SP	2	2	X	4	\$19,109.83 *
H.S.A. \$3200 EE + CH	0	1	X	1	\$18,670.03 *
H.S.A. \$3200 FAM	3	0	8	3	\$24,358.39 *
BC Options \$1600 EE	6	2	6	8	\$12,291.36 *
BC Options \$1600 EE + SP	1	0	X	1	\$19,467.72 *
BC Options \$1600 EE + CH	1	0	X	1	\$19,018.20 *
BC Options \$1600 FAM	0	4	5	4	\$24,832.98 *
BC Options \$3200 EE	0	0	2	0	\$11,001.19 *
BC Options \$3200 EE + SP	0	1	X	1	\$17,498.80 *
BC Options \$3200 EE + CH	0	0	X	0	\$17,103.04 *
BC Options \$3200 FAM	2	0	3	2	\$22,222.60 *
<b>Total Enrolled</b>	<b>160</b>	<b>136</b>	<b>292</b>	<b>296</b>	

Employees	
Dental EE	166
Dental Family	160
<b>Total Enrolled</b>	<b>326</b>

Retirees/COBRA (12/1/24 -11/30/25) (52 Retirees / 4 COBRA)			
Vision	Family	12	361.60
Vision	Single	16	369.34
Medical	Family	1	792.85
Medical	Single	8	6,386.73
Dental	Family	33	3,907.53
Dental	Single	18	3,904.89
<b>TOTAL</b>			<b>15,722.94</b>

**NOTES:**

- 1) Premiums and headcount paid as of monthly report date
- \* 2) Includes Employer HSA contribution \*

**FY 24 MONTHLY MEDICAL INSURANCE INVOICES**

BUDGETED \$7,144,922

21.77% of total budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	481484	489801											\$971,285	6,230,253	15.59%
BCBS Dental Premium	27710	28294											\$56,004	303,332	18.46%
BCBS Life Premium	624	661											\$1,285	7837	16.40%
Health Savings Account	125	526375											\$526,500	600,000	87.75%
FSA Admin Fee	98	102											\$200	3,500	5.70%
<b>TOTALS</b>	<b>\$510,042</b>	<b>\$1,045,232</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,555,274</b>	7,144,922	21.77%

**FY 23 MONTHLY MEDICAL INSURANCE INVOICES**

BUDGETED \$6,430,808

95.20% of total budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	467114	896081	424612	438627	453121	431875	431265	436721	433971	434132	456685	-8013	\$5,296,191	5,438,252	97.39%
BCBS Dental Premium	28221	-218	28489	27428	28208	27358	26922	27246	-4026	26989	28720	-537	\$244,800	381,879	64.10%
BCBS Life Premium	595	612	591	610	615	606	604	619	593	640	630	627	\$7,342	9677	75.87%
Health Savings Account	375	540750	7230	895	5250	4000	3875	4000	2250	2375	500	1250	\$572,750	597,500	95.86%
FSA Admin Fee	95	95	112	116	109	102	98	95	95	95	98	98	\$1,204	3,500	34.40%
<b>TOTALS</b>	<b>\$496,399</b>	<b>\$1,437,320</b>	<b>\$461,033</b>	<b>\$467,675</b>	<b>\$487,303</b>	<b>\$463,941</b>	<b>\$462,764</b>	<b>\$468,681</b>	<b>\$432,882</b>	<b>\$464,230</b>	<b>\$486,633</b>	<b>-\$6,575</b>	<b>\$6,122,288</b>	6,430,808	95.20%

**FY 22 MONTHLY MEDICAL INSURANCE INVOICES**

(BUDGETED: \$6,423,600)

91.44% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	422061	417593	769160	397470	415868	423977	418344	406923	411574	412983	412883	-4843	\$4,903,995		
Met Life Dental Premium	56127	56874	56863	-988	32394	27529	28184	28471	27867	27921	28245	-250	\$369,237		
BCBS Life Premium	601	613	604	619	591	622	623	622	608	616	610	616	\$7,344		
Health Savings Account	625	547000	4125	9625	8125	2875	3250	6375	3500	4375	750	750	\$591,375		
FSA Admin Fee	0	792	98	105	105	201	98	102	102	105	102	98	\$1,906		
<b>TOTALS</b>	<b>\$479,415</b>	<b>\$1,022,872</b>	<b>\$830,850</b>	<b>\$406,831</b>	<b>\$457,083</b>	<b>\$455,203</b>	<b>\$450,499</b>	<b>\$442,493</b>	<b>\$443,651</b>	<b>\$446,000</b>	<b>\$442,589</b>	<b>-\$3,629</b>	<b>\$5,873,857</b>		

**FY 21 MONTHLY MEDICAL INSURANCE INVOICES**

(BUDGETED: \$5,830,200)

\*94.22% of budget

	December	January	February	March	April	May	June	July	August	September	October	November	Totals	BUDGET per Line item	% of budget
BCBS Medical Premium	394306	382127	383663	390497	395525	385509	380010	379496	377980	370643	354481	378537	\$4,572,773		
Met Life Dental Premium	27132	33543	25246	27489	27247	27533	27462	26611	26822	27068	26674	27641	\$330,468		
BCBS Life Premium	604	541	603	611	616	616	615	613	605	602	603	633	\$7,262		
Health Savings Account	555000	0	6750	5750	2250	2000	750	750	3750	2375	625	1750	\$581,750		
HRA Admin Fee	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
FSA Admin Fee	102	103	102	102	105	91	91	221	91	91	91	88	\$1,276		
<b>TOTALS</b>	<b>\$977,143</b>	<b>\$416,314</b>	<b>\$416,363</b>	<b>\$424,448</b>	<b>\$425,743</b>	<b>\$415,749</b>	<b>\$408,928</b>	<b>\$407,691</b>	<b>\$409,247</b>	<b>\$400,778</b>	<b>\$382,474</b>	<b>\$408,649</b>	<b>\$5,493,529</b>		



## **KENDALL COUNTY HUMAN RESOURCES DEPARTMENT REPORT TO HUMAN RESOURCES & INSURANCE COMMITTEE February 5, 2024**

Here are a few highlights from the Human Resources Department for the month of January 2024:

### **COMPLIANCE & RISK MANAGEMENT:**

- Kendall County's 2023 OSHA report was successfully filed.
- Completed workers' compensation insurance audit for insurance purposes.
- 2024 Anti-Harassment Training rolled out to all departments and elected offices in January.
- Attended risk management assessment meeting with County Administrator, Alliant, and IPMG representatives on January 24<sup>th</sup>.
- Completed walkthrough with appraiser on January 30<sup>th</sup> for appraisal of all Kendall County buildings.

### **RECRUITMENT, ONBOARDING & OFFBOARDING:**

- We have begun planning for the 2024 Summer Internship Program. To date, we have received seven summer internship applications.
- We will be attending a job and internship fair at Northern Illinois University on February 21, 2024.

### **EMPLOYEE ENGAGEMENT:**

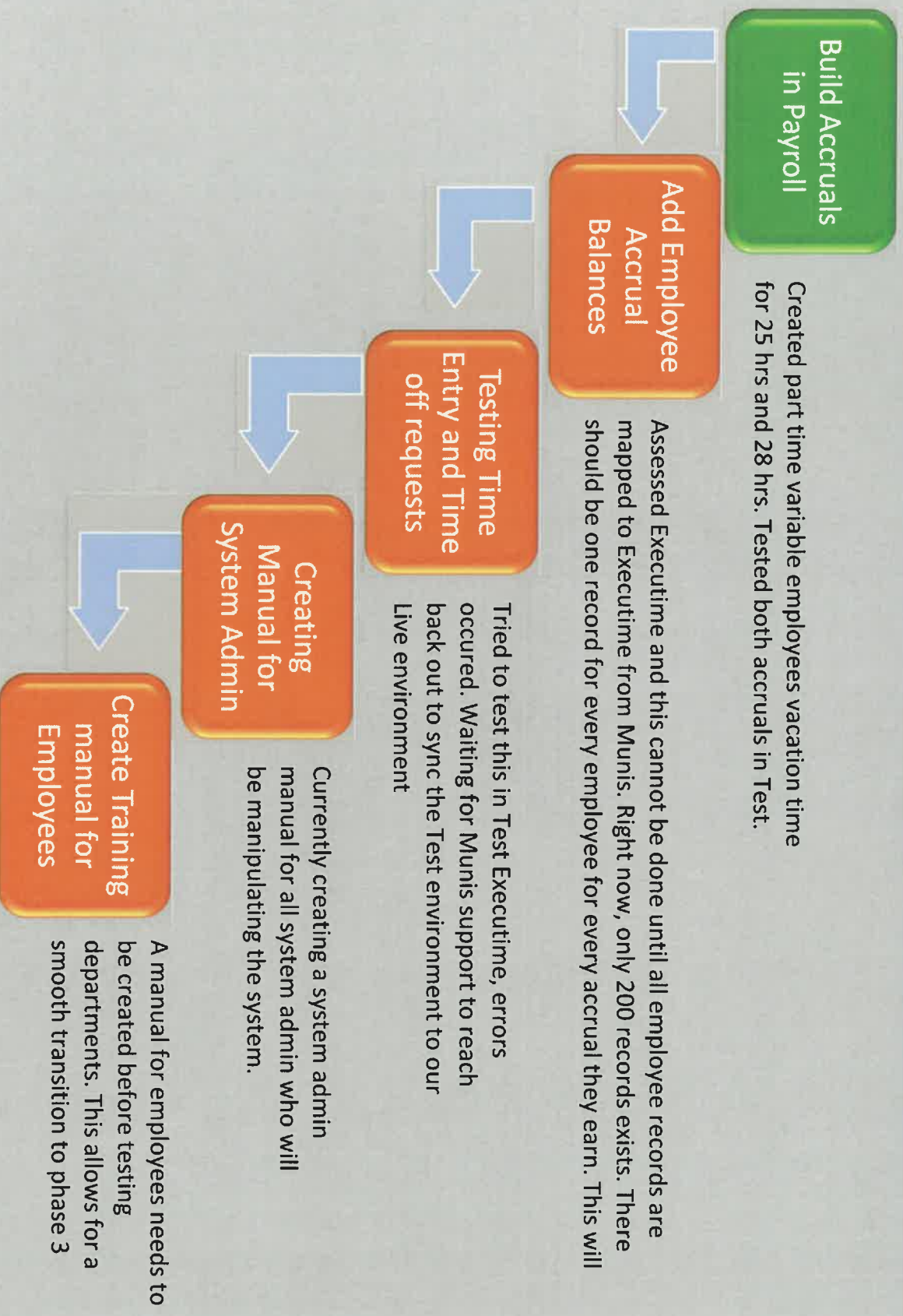
- The Kendall County Chili Cookoff was held on January 26<sup>th</sup>. Congratulations to the following winners: Jill Ferko, Treasurer's Office (1<sup>st</sup> place), Brian Holdiman, Planning, Building & Zoning Department (2<sup>nd</sup> place), and Latreese Caldwell, Administration (3<sup>rd</sup> place).
- Employees receiving service awards were able to select their service awards through the online store during the month of January. Service award presentations will occur at the County Board meeting to be held on March 19<sup>th</sup>.
- Preparations are underway for the Employee Appreciation Luncheons to be held on:
  - February 6<sup>th</sup> at Meadowhawk Lodge (11:30 a.m.-1:30 p.m.)
  - February 9<sup>th</sup> at Health Department WIC Room (noon to 2 p.m.)
  - February 13<sup>th</sup> at Kendall County Courthouse Jury Assembly Room (noon to 2 p.m.)
  - February 13<sup>th</sup> at Kendall County Sheriff's Office Break Room (noon to 2 p.m. and 6 to 8 p.m.)

*County Board members are invited to attend one or more of the luncheons!*

### **LABOR RELATIONS:**

- Union negotiations ongoing for Patrol Deputies (FOP)
- Union negotiations completed for Circuit Clerk's Office (AFSCME)
- Attended labor management committee meeting with Corrections Sergeants (FOP) unit
- One grievance referred to grievance arbitration (FOP)

## Estimated Completion of Phase 2: 1-4 Months: Awaiting Munis Support





# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Resolution Regarding Kendall County Wellness Program Guidelines  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Resolution.

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

Per the HR & Insurance Committee’s request, staff prepared the attached Resolution Regarding Kendall County Wellness Program Guidelines. The Wellness Program Guidelines (attached as Exhibit A to the Resolution), require an employee complete their annual wellness screening sometime during the calendar year immediately preceding the applicable plan year for the employee to receive their health insurance premium discount for the applicable plan year.

**Staff Recommendation:**

Approval of the Resolution Regarding Kendall County Wellness Program Guidelines

**Attachments:**

1. Resolution Regarding Kendall County Wellness Program Guidelines.

# COUNTY OF KENDALL, ILLINOIS

## Resolution 24-\_\_\_\_\_

### A RESOLUTION REGARDING KENDALL COUNTY WELLNESS PROGRAM GUIDELINES

**WHEREAS**, Kendall County, Illinois (“County”) is committed to the health and well-being of its employees; and

**WHEREAS**, the County further recognizes that improvements to employee health, achievable through annual health screenings and active workplace health promotion activities can result in better morale, reduced absenteeism, and enhanced productivity and performance; and

**WHEREAS**, as part of the County’s employee wellness initiatives, the Kendall County Board adopts the Kendall County Wellness Program Guidelines attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Kendall County Board as follows:

**SECTION 1: Recitals.** The foregoing recitals are incorporated into and made a part of this Resolution as the findings of the Kendall County Board.

**SECTION 2: Applicability.** The provisions of this Resolution apply only to County employees who are enrolled in a County sponsored health insurance plan.

**SECTION 3: Wellness Program.** The Kendall County Wellness Program attached hereto as Exhibit A is hereby adopted by the Kendall County Board.

**SECTION 4: Conflict.** All resolutions, policies, and procedures in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies subject to this Resolution are hereby authorized to be done by motion or resolution. In the event of a conflict between this Resolution and a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

Approved this 20th day of February, 2023.

Attest:

\_\_\_\_\_  
Matthew Kellogg, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder





## EXHIBIT A

<b>Kendall County Wellness Program Guidelines</b>	
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> TBD	

### **KENDALL COUNTY WELLNESS PROGRAM GUIDELINES**

Kendall County provides medical and hospitalization insurance to eligible employees. To be eligible for Kendall County's medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week. An employee's volunteer service hours are not considered hours worked for purposes of determining an employee's eligibility for benefits.

An eligible employee may elect coverage through any one of the applicable health insurance plans made available by the Employer for the applicable plan year. Kendall County offers a Wellness Program that allows eligible employees to receive a discount on their cost of enrollment in Kendall County's health insurance plan for the applicable plan year. The amount of the discount will be established on an annual basis by the Kendall County Board.

To be eligible for the Kendall County Wellness Program discount, employees must:

1. Complete an annual wellness screening/physical sometime between January 1 and December 31 of the year immediately preceding the applicable plan year; and
2. Submit the completed Physician Verification of Annual Physical to [Benefits@kendallcountyil.gov](mailto:Benefits@kendallcountyil.gov) by December 31 immediately preceding the applicable plan year.

If an employee's spouse is enrolled in Kendall County's family health insurance plan, the employee's spouse must also comply with the above Wellness Program requirements for the employee to receive the Wellness Program premium savings for the applicable plan year.



# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Revised Section 8.7 Victims' Economic Security and Safety Act Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Revised Section 8.7 Victims' Economic Security and Safety Act Policy.

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The Victims' Economic Security and Safety Act ("VESSA") is a state law that provides eligible employees with job protected leave and/or reasonable accommodations to assist the employee in responding to an act or threat of domestic, sexual, or gender violence, or any other crime of violence.

The attached policy revisions are necessary to address a recent amendment to VESSA, which provides eligible employees with up to 2 workweeks of VESSA leave for reasons associated with the death of an employee's covered family member or covered household member who was the victim of a crime of violence.

**Staff Recommendation:**

Approval of the Revised VESSA Policy.

**Attachments:**

1. Revised Section 8.7 Victims' Economic Security and Safety Act Policy

<b>Section 8.7</b>	<b>Victims' Economic Security and Safety <u>Act</u> Policy</b>
<u>Effective Date:</u> 09/01/2022	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u>	

## **Section 8.7 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT POLICY**

Eligible employees may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic, sexual, or gender violence, or any crime of violence. A "crime of violence" includes any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961." See 820 ILCS 180/10. Eligible employees may take this leave to seek services for a victim of domestic, sexual, or gender violence or any crime of violence if the victim is: 1) the eligible employee, 2) a covered family member (spouse, child, parent, grandparent, grandchild, sibling, a party to a civil union, or any other person related by blood or by present or prior marriage or civil union, or any other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship, as determined by the employee) or 3) a household member (who is currently residing with the eligible employee) (hereinafter collectively referred to as "victim"). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests. The employee may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or physically disabled and incapable of self-care. ~~Eligible employees may take up to 12 weeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave.~~

### **A. REASONS FOR VESSA LEAVE**

1. ~~Eligible employees may take up to a cumulative total of 12 workweeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave~~ if the victim is experiencing an incident of domestic violence, sexual violence, gender violence, or any other crime of violence or to address domestic violence, sexual violence, gender violence, or any other crime of violence by: Eligible employees may take VESSA leave to obtain assistance or services for a victim for the following purposes:
  - a. ~~(1) To seeking~~ (1) Seeking medical attention for, or recover from, physical or psychological injuries caused by the domestic, sexual, or gender violence, or any other crime of violence;
  - b. ~~(2) to Obtain~~ (2) to Obtain services from a victim services organization for the victim;
  - c. ~~(3) to Obtain~~ (3) to Obtain psychological or other counseling for the victim;

- d. ~~(4) to Participate~~ in safety planning, temporarily or permanently relocating, or taking any seek temporary or permanent relocation, or take other actions to increase the safety of the ~~victim~~ victim from future domestic, sexual, or gender violence or any crime of violence or ensure economic, security; or
- e. ~~(5) to s~~Seeking legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any civil, criminal, or military legal proceeding related to or ~~derived resulting~~ from domestic, sexual, or gender violence, or any other crime of violence.

2. Eligible employees may take up to a cumulative total of up to two (2) workweeks of unpaid VESSA leave within sixty (60) calendar days after the date on which the employee receives notice of the death of the victim for any one or more of the following reasons:

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

VESSA leave provided pursuant to Section A(2) above is subject to the following:

- a. If an employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act as a result of the death of the victim, this policy does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave the employee is entitled to take under the Family Bereavement Leave Act.
- b. Leave taken for the purposes described in Section A(2) shall not otherwise limit or diminish the total amount of leave time an employee is entitled to take under Section A(1).

VESSA leave for any purpose may be taken consecutively, intermittently, or on a reduced work schedule.

~~(6) to grieve and attend a funeral in connection with a family or household member killed by a crime of violence.~~ If an employee misrepresents facts in order to be granted a VESSA leave under Section A(1) or A(2) above, the employee may be subject to disciplinary action up to and including immediate termination of employment.

## **B. NOTICE REQUIREMENTS**

Employees must give the employee's immediate supervisor, the Designated HR Representative at least 48 hours prior written notice of the employee's request for VESSA

leave, unless providing advance notice is not practicable under the particular circumstances. If the employee is unable to provide advance notice, the employee must provide notice when the employee is able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

### C. CERTIFICATION REQUIREMENTS

Eligible employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of domestic, sexual, or gender violence, or any crime of violence, and (3) the leave is to seek assistance for a purpose covered by the Act.

The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) if the employee has possession of such documentation, written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from:

- (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, sexual, gender violence or any crime of violence and the effects of the violence;
- (b) a police or court record;
- ~~(b)~~(c) A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- ~~(d)~~ other corroborating evidence.

When certifying their request for VESSA leave, the employee shall choose which one of the above-referenced documents to submit with their sworn statement. The Employer will not request or require the employee to submit more than one (1) of these documents with the employee's sworn statement or at any other time during the same 12-month period VESSA leave is requested or taken if the reason for the VESSA leave is related to the same incident(s) of violence or the same perpetrator(s) of the violence.

It is the employee's responsibility to ensure that the Executive and the Designated HR Representative receives the proper certification. If the Executive and the Designated HR Representative does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose,

the employee's absences will be treated according to the Employer's attendance standards.

#### **D. REPORTING WHILE ON VESSA LEAVE**

An eligible employee taking a VESSA leave of absence may be required to contact their supervisor and the Designated HR Representative on a regular basis regarding the status of the employee's VESSA leave and the employee's intention to return to work.

#### **E. VESSA LEAVE IS UNPAID**

VESSA leave is unpaid leave. The employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the eligible employee, because the employee is temporarily disabled due to domestic, sexual, or gender violence, or any crime of violence, the employee may use any accrued sick time for the portion of the leave. The employee may use accrued vacation or other personal time for any of the purposes allowed under VESSA, but the employee is not required to do so. The substitution of paid leave time for unpaid leave time does not extend the 12-week VESSA leave period.

#### **F. MEDICAL AND OTHER BENEFITS WHILE ON VESSA LEAVE**

During an approved VESSA leave, the Employer will maintain the employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, Kendall County will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's VESSA leave is unpaid, the employee must pay their portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If the employee does not return to work at the end of the leave period, the employee may be required to reimburse Kendall County for the cost of the premiums paid by Kendall County for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic, sexual, or gender violence, any crime of violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on an approved unpaid VESSA leave. The employee will remain entitled to all of their benefits, which accrued prior to the employee's approved VESSA leave, however.

#### **G. INTERMITTENT AND REDUCED SCHEDULE VESSA LEAVE**

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or weekday). If leave is unpaid, the Employer may request that the employee's salary is reduced based

on the amount of time actually worked during the period of time that the employee took approved intermittent VESSA leave.

#### **H. VESSA WILL RUN CONCURRENTLY WITH ANY OTHER APPLICABLE LEAVE**

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the FMLA will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

#### **I. RETURNING FROM VESSA LEAVE**

If an eligible employee wishes to return to work at the expiration of their approved VESSA leave, the employee may return to the same position held prior to the VESSA leave or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, an employee who took an approved VESSA leave does not have any greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken approved VESSA leave. The employee must return to work immediately after the expiration of their approved VESSA leave in order to be reinstated to the same position held prior to the approved VESSA leave or to an equivalent position.

If the employee took VESSA leave because of the employee's own medical or psychological condition, the employee shall provide medical certification that the employee is fit to resume full-duty work.

#### **J. REASONABLE ACCOMMODATION IN THE WORKPLACE**

Pursuant to VESSA the Employer will consider making reasonable accommodations in a timely fashion to an employee or job applicant for a known limitation resulting from domestic, sexual, or gender violence, or any crime of violence, unless the accommodation would cause the Employer an undue hardship. If the eligible employee is an otherwise qualified individual who can perform the essential functions of their job, but needs such an accommodation, the Employer may provide a reasonable accommodation such as an adjustment to the job structure, an adjustment to the workplace facility, an adjustment to the employee's work requirements, changing the employee's work telephone number, changing the employee's seating assignment at work, or modifying the physical security of the employee's work area in response to a need covered by VESSA. the Employer may also consider a request for transfer, reassignment, a modified work schedule, and/or assisting the employee in documenting domestic, sexual, or gender violence, or any crime of violence that occurs in the workplace or in a work-related setting, if needed due to a known limitation caused by an act or threat of domestic, sexual, or gender violence, or any crime of violence. Other safety measures may also be appropriate as a reasonable accommodation on a case-by-case basis.

Any employee covered by VESSA may make a request for VESSA leave or for a reasonable accommodation pursuant to VESSA in writing to the employee's immediate supervisor, the Designated HR Representative, and Executive.

#### **K. CONFIDENTIALITY**

All information provided to the Employer pursuant to this Policy will be kept confidential, 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.

#### **L. NO RETALIATION**

The Employer strictly forbids any of its employees, managers of other representatives from discriminating and/or retaliating against an employee because the employee is or is perceived to be a victim of domestic, sexual, or gender or any crime of violence or has engaged in protected activity under VESSA. If an employee feels they have been denied VESSA rights or if the employee feels they have been retaliated against for having exercised any protected VESSA rights, the employee should immediately report such action to their Executive. If the employee feels that the County Administrator has retaliated against the employee for exercising the employee's VESSA rights, the employee should immediately report such action in writing to the Kendall County Inspector General.

A violation of this VESSA policy may result in disciplinary action up to and including termination of employment.

#### **M. REFERENCE TO REQUIRED VESSA POSTING**

The Employer has posted on the Employer's bulletin board a poster setting forth the relevant provisions of the VESSA. 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/themselves with the contents of that poster concerning all applicable employee rights and obligations under the VESSA.





# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Section 5.14 Confined Spaces Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Section 5.14 Confined Spaces Policy.

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

OSHA regulations require an employer to develop and implement a detailed, written confined space program that complies with OSHA requirements, if the employer decides that its employees will be permitted to enter confined spaces. (The definition of confined spaces can be found in the attached policy.)

Per OSHA regulations, if an employer decides that its employees will *not* enter such confined spaces, the employer must take effective measures to prevent its employees from entering the confined spaces. After consultation with Facilities Management staff, we prepared the attached draft policy that prohibits employees from accessing confined spaces.

**Staff Recommendation:**

Approval of Section 5.14 Confined Spaces Policy

**Attachments:**

1. Section 5.14 Confined Spaces Policy

<b>Section 5.14</b>	<b>Confined Spaces Policy</b>
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u>	

This Confined Spaces Policy is established to ensure the safety of all Kendall County by minimizing the risks associated with confined space entry. The primary objective is to prevent unauthorized entry into confined spaces and, when necessary, to ensure that such entries are conducted under controlled and supervised conditions.

**A. Scope:**

This policy applies to all employees working for the Employer who may encounter confined spaces as part of their job responsibilities.

**B. Definitions:**

1. Confined Space: A space that is large enough for an employee to enter; has limited or restricted means for entry or exit; and is not designed for continuous occupancy (i.e., an individual could not occupy the space during normal operating conditions). In addition, the confined space includes one or more of the following characteristics:
  - a. It contains or has the potential to contain a hazardous atmosphere;
  - b. It contains material that has the potential to engulf an entrant;
  - c. It has walls that converge inward or floors that slope downward and taper into a smaller area which could trap or asphyxiate an entrant; or
  - d. It contains any other recognized safety or health hazard, such as unguarded machinery, exposed live wires, or heat stress.
2. Confined Space Entry: Any activity that requires an employee to enter a confined space.

**C. Prohibition of Unauthorized Entry:**

Employees are strictly prohibited from entering confined spaces during their employment. If an employee believes entry into a confined space is necessary for job-related tasks, the employee must immediately report it to their immediate supervisor. The employee shall not enter the confined space under any circumstances.

#### **D. Confined Spaces Entry Procedure:**

Supervisors are responsible for identifying and labeling confined spaces within the workplace. Supervisors will determine when confined space entry is necessary. If confined space entry is necessary, the supervisor shall report it to the Executive who will then secure a trained third-party contractor to enter the confined space. The contractor shall follow its established confined spaces entry procedure in compliance with all OSHA requirements.



# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Section 8.13 Blood and Organ Donor Leave of Absence Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Section 8.13 Blood and Organ Donor Leave of Absence Policy

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

Pursuant to the Illinois Employee Blood Donation Leave Act, Illinois employers must provide paid leave to eligible employees for the purpose of organ and/or blood donation. This policy complies with this state law requirement.

**Staff Recommendation:**

Approval of Section 8.13 Blood and Organ Donor Leave of Absence Policy

**Attachments:**

1. Section 8.13 Blood and Organ Donor Leave of Absence Policy

<b>Section 8.13</b>	<b>Blood and Organ Donor Leave of Absence Policy</b>
<u>Effective Date:</u> TBD	<u>Source Doc/Dep.:</u> None/HR
<u>Last Amended Date:</u> TBD	

**Section 8.13 BLOOD AND ORGAN DONOR LEAVE OF ABSENCE POLICY**

In accordance with Illinois law (820 ILCS 149/1 *et seq.*), paid leave is provided to eligible employees for the purpose of organ and/or blood donation pursuant to the terms of this Policy.

**A. DEFINITIONS**

An “eligible employee” is a full-time employee who (a) has been employed by the Employer for at least six (6) continuous months; and (b) donates an organ, bone marrow, blood, and/or blood platelets.

For purposes of this policy, "organ" means any biological tissue of the human body that may be donated by a living donor, including, but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

**B. ORGAN AND/OR BLOOD DONATION LEAVE**

An eligible employee may use up to one (1) hour of paid leave to donate blood, one time every fifty-six (56) days, 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.

An eligible employee may use up to ten (10) days of paid leave in any 12-month period to serve as an organ donor.

Eligible employees are not required to use accumulated personal, banked sick and/or vacation leave time before being eligible for paid leave under this policy.

**C. PROCEDURES**

An eligible employee shall notify their immediate supervisor as soon as practical of their intent to request paid leave to donate blood and/or an organ. Eligible employees must obtain written approval from their Executive or their designee at least one (1) day prior to the donation to be eligible to receive the paid leave. If the request is approved, the eligible employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.

All requests to use blood and organ donor leave should be made to create minimal disruption of work schedules and regular business operations if possible. All requests to use blood and organ donor leave should include the eligible employee's best estimate of the duration of the absence, if possible.

Use of blood and/or organ donor leave is subject to approval by the eligible employee's Executive or their Executive's designee. The Executive and/or the Executive's designee may deny an eligible employee's request to use blood and organ donor leave if granting such leave would significantly impact business operations.

Eligible employees are required to submit official and/or medical documentation of the blood and/or organ donation before compensation will be awarded for the leave time. Such documentation must confirm the appointment to donate before the donation occurs. Also, upon return from donating blood and/or an organ, the eligible employee must provide a written statement from the blood bank and/or medical provider confirming the eligible employee kept their appointment to donate blood and/or an organ.



# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Deputy Director Job Description for Kendall County Emergency Management Agency  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Deputy Director job description for Kendall County Emergency Management Agency

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The attached is a job description for the Deputy Director of the Kendall County Emergency Management Agency. This is a new job description for an existing position.

**Staff Recommendation:**

Approval of Deputy Director job description.

**Attachments:**

1. Deputy Director Job Description for Kendall County Emergency Management Agency.

## Kendall County Job Description

**TITLE:** Deputy Director  
**DEPARTMENT:** Emergency Management Agency  
**SUPERVISED BY:** Director of Emergency Management Agency  
**FULL TIME/PART TIME:** Part Time  
**FLSA STATUS:** Exempt  
**APPROVED/REVISED:** IN PROGRESS

### I. Position Summary:

The Deputy Director reports to the Director of Emergency Management Agency and serves in place of the Director in the Director's absence. The Deputy Director is responsible for assisting the Director with the organization, administration, training, and operation of the Kendall County Emergency Management Agency (EMA) and the EMA's emergency management program with directing the coordination of the five (5) missions of emergency management; prevention, protection, mitigation, response, and recovery.

### II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A.** Customarily and regularly performs management including but not limited to the following:
1. Assists the EMA Director with the instruction and supervision of subordinate command staff and EMA volunteers.
  2. Interviews EMA volunteers and makes recommendations to the Director regarding selection and removal of EMA personnel and volunteers, which recommendations are given particular weight by the EMA Director.
  3. Oversees training for EMA personnel and volunteers and provides training updates to EMA Director.
  4. Assists the EMA Director with conducting performance evaluations of all EMA personnel and volunteers.
  5. Plans, assigns, and directs the work of EMA personnel and volunteers with input from the EMA Director.
  6. Ensures EMA personnel and volunteers adhere to and follow all applicable policies and procedures and provides regular updates to the EMA Director.
  7. Receives complaints from or relating to EMA personnel and volunteers and assists the EMA Director with the response to complaints received.
  8. Makes recommendations to the EMA Director regarding long-range goals, plans, policies and procedures applicable to the EMA, which recommendations are given particular weight by the EMA Director.
  9. Carries out all other supervisory responsibilities in accordance with all applicable laws, regulations, policies, and procedures.
- B.** Primary duties include the performance of office or non-manual work directly related to the management or general business operations of EMA, which duties include, but are not limited to the following:
1. Serves as a member of the EMA's Command Staff and is capable of functioning in any Command or General Staff position.
  2. Prepares monthly reports and statistics.
  3. Secures technical and financial assistance available through state and federal programs.



## Kendall County Job Description

4. Maintains and revises the County's all-hazards Emergency Operation Plan in accordance with the guidance set forth in IEMA Act (20ILCS 3305) and its Administrative Rules.
  5. Dispenses advice, guidance, direction, and authorization to carry out major plans and procedures, consistent with established policies.
  6. Works closely and maintains positive and professional working relationships with County offices, departments, agencies, municipalities, community/non-governmental organizations, private sector partner agencies on developing and enhancing emergency management plans and capabilities.
- C.** Provides administrative and operational support to the EMA Director with the following tasks:
1. Maintenance and upgrades to the emergency operations center (EOC).
  2. Development and updates to systems to alert key officials and warn the public in the event of an emergency.
  3. Establishing and maintaining mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.
  4. Updating Kendall County's hazard mitigation programs and plans.
  5. Assists with budget preparation, accounts payable, and accounts receivable.
  6. Implementation of required training for National Incident Management System (NIMS) compliance to County departments and offices as applicable.
  7. Maintaining EMA's accreditation as emergency management agency with the State of Illinois' Emergency Management Agency (IEMA).
  8. Planning and coordination of periodic disaster exercises in accordance with the provisions of the Homeland Security Exercise and Evaluation Program (HSEEP).
  9. Establishing and updating an emergency public information system.
- D.** Serves as the acting EMA Director during the EMA Director's short-term absences and/or as otherwise directed by the EMA Director and/or Kendall County Administrator.
- E.** Complies with all federal, state, and local laws pertaining to emergency management including, but not limited to, the IEMA Act, Code Title 29 Part 301 of the Illinois Administrative Code, Stafford Act, Non-Stafford Act, Civil Defense Act, Disaster Mitigation Act, and the Illinois Nuclear Safety Preparedness Act.
- F.** Operates a variety of equipment and tools associated with emergency management activities, which may include a motor vehicle, radio communications equipment, personal protective equipment, various emergency equipment, audio/visual equipment and general office equipment.
- G.** Assists with emergency response and search and rescue efforts, as needed.
- H.** Must be available at anytime, including during off duty hours, to respond to EMA emergencies and perform assigned duties.
- I.** Attends meetings, workshops, seminars, and training both within and outside of Kendall County, as needed.
- J.** Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.

## Kendall County Job Description

- K. Complies with all applicable County policies and procedures regarding or relating to assigned job duties.
- L. Maintains regular attendance and punctuality.
- M. Performs all other duties and responsibilities, as assigned.

### III. Supervisory Responsibilities

This job assists the EMA Director with the supervision of subordinate command staff and EMA volunteers.

### IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

#### A. Language Skills:

1. Ability to express oneself clearly and concisely both orally and in writing.
2. Ability to research, read, and interpret documents and simple instructions.
3. Ability to prepare documents, reports, minutes, agendas, and correspondence.
4. Ability to present information and communicate effectively both orally and in writing with County staff, County officials, command staff, EMA volunteers, and the public in both one-on-one and group settings.
5. Requires proficient knowledge of the English language, spelling, and grammar.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages and to draw and interpret bar graphs.

#### C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.
3. Ability to analyze problems, identify alternatives solutions, project consequences of proposed actions, and implement recommendations.
4. Ability to evaluate situations and draw conclusions.
5. Ability to apply reasoning skills quickly, and under emergency circumstances.
6. Ability to interpret an extensive variety of technical instructions in mathematical or diagram format.

#### D. Certificates, Licenses, and Registrations:

1. Illinois Emergency Management Agency Professional Development Series Certification (or obtains certification within first twelve months of hire) is required.

## Kendall County Job Description

2. Illinois Emergency Management Agency Illinois Professional Emergency Manager certification (or obtains certification within first twelve months of hire) is required.
3. National Incident Management System Certified (or obtains certification within first twelve months of hire) is required.
4. Current and valid driver's license is required.

### **E. Other Skills, Knowledge, and Abilities:**

1. Must have strong organizational skills and excellent attention to detail.
2. Must have working knowledge of federal, state and local laws pertaining to emergency management including, but not limited to the IEMA Act, Code Title 29 Part 301 of Illinois Administrative Code, Stafford Act, Non- Stafford Act, Civil Defense Act, Disaster Mitigation Act, the Illinois Nuclear Safety Preparedness Act, and all other federal and state laws and regulations, as they pertain to emergency management and emergency planning.

### **F. Education and Experience:**

1. A minimum of a high school diploma or GED is required.
2. At least (2) two years of practical work experience in an emergency management field is required.
3. An Associates degree or equivalent level of college coursework is preferred.

## **IV. Physical Demands:**

While performing the duties of this position, the employee must be able to:

- A.** Frequently sit for long periods of time at a desk, in meetings, and/or a vehicle.
- B.** Frequently standing and/or walking for long periods of time.
- C.** Occasionally lift and/or move up to 50 pounds.
- D.** Frequently lift and/or move up to 30 pounds.
- E.** Use hands to finger, handle, feel, grip, and type.
- F.** Bending, climbing, and/or balancing.
- G.** Stoop, kneel, crouch, and/or crawl.
- H.** Reach, push, and pull with hands and arms.
- I.** Talk and hear in person and via use of telephone.
- J.** Specific vision abilities include close and distance vision, as well as depth perception.
- K.** Travel independently to other locations both within and outside of Kendall County.

## **V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. While performing the duties of this job, the employee is subject to the following working conditions:

- A.** Inside and outside conditions, which may include inclement weather.
- B.** The noise level in the work environment varies from moderate to noisy.
- C.** Employee may be exposed to varying temperatures and weather patterns depending on the season.
- D.** Confined space situations may occur.

## Kendall County Job Description

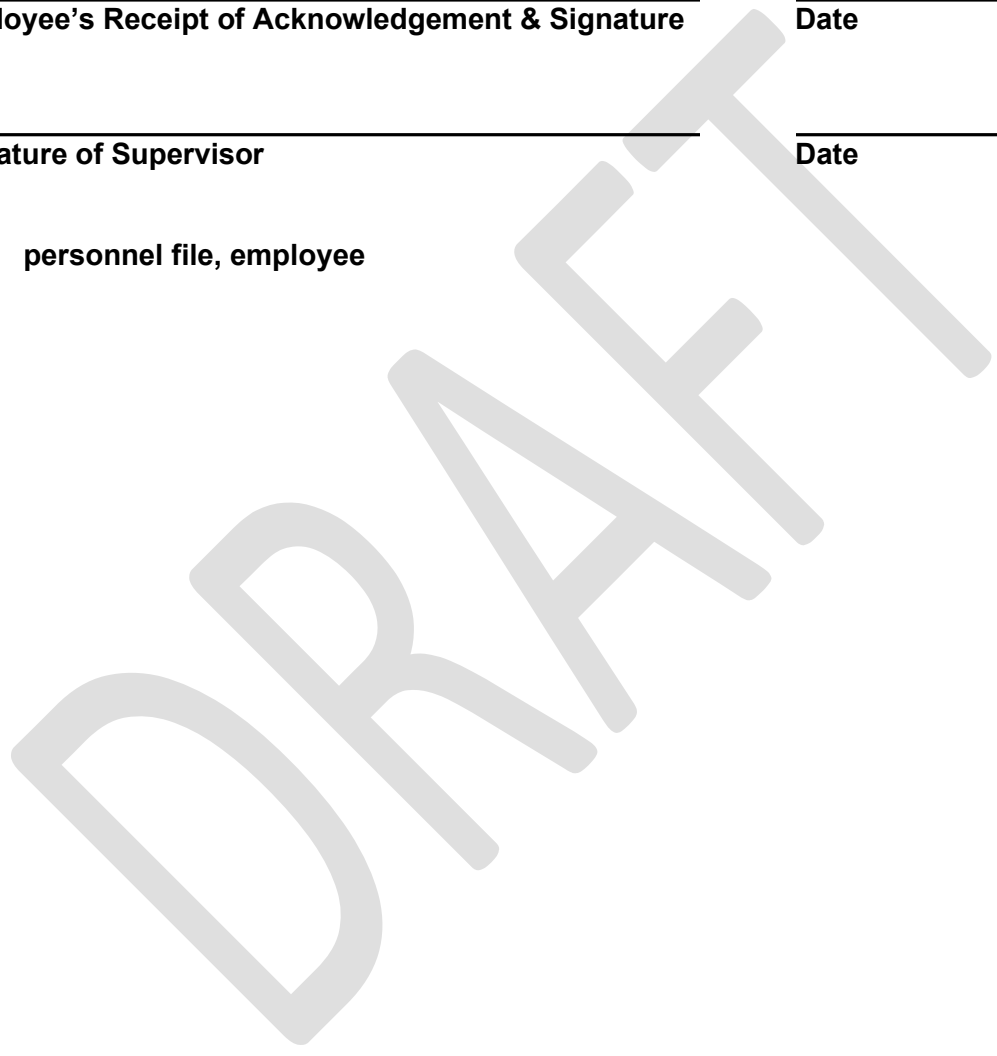
- E. The employee may be exposed to graphic, stressful, and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- F. The employee may be required to provide their own transportation to travel to and from meetings, trainings, conferences, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Receipt of Acknowledgement & Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor** \_\_\_\_\_  
**Date**

**cc: personnel file, employee**





# Kendall County Agenda Briefing

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**Meeting Type:** Human Resources and Insurance  
**Meeting Date:** 2/5/2024  
**Subject:** Revised Organizational Chart and Headcount  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of revised Organizational Chart and Headcount

**Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The attached revised Organizational Chart and Headcount reflects the following changes approved by the Kendall County Board on December 19, 2023:

- New part-time Human Resources Assistant position in the Human Resources Department, and
- New supervisory role for the Kennel Manager at Animal Control Department.

**Staff Recommendation:**

Approval of revised Organizational Chart and Headcount.

**Attachments:**

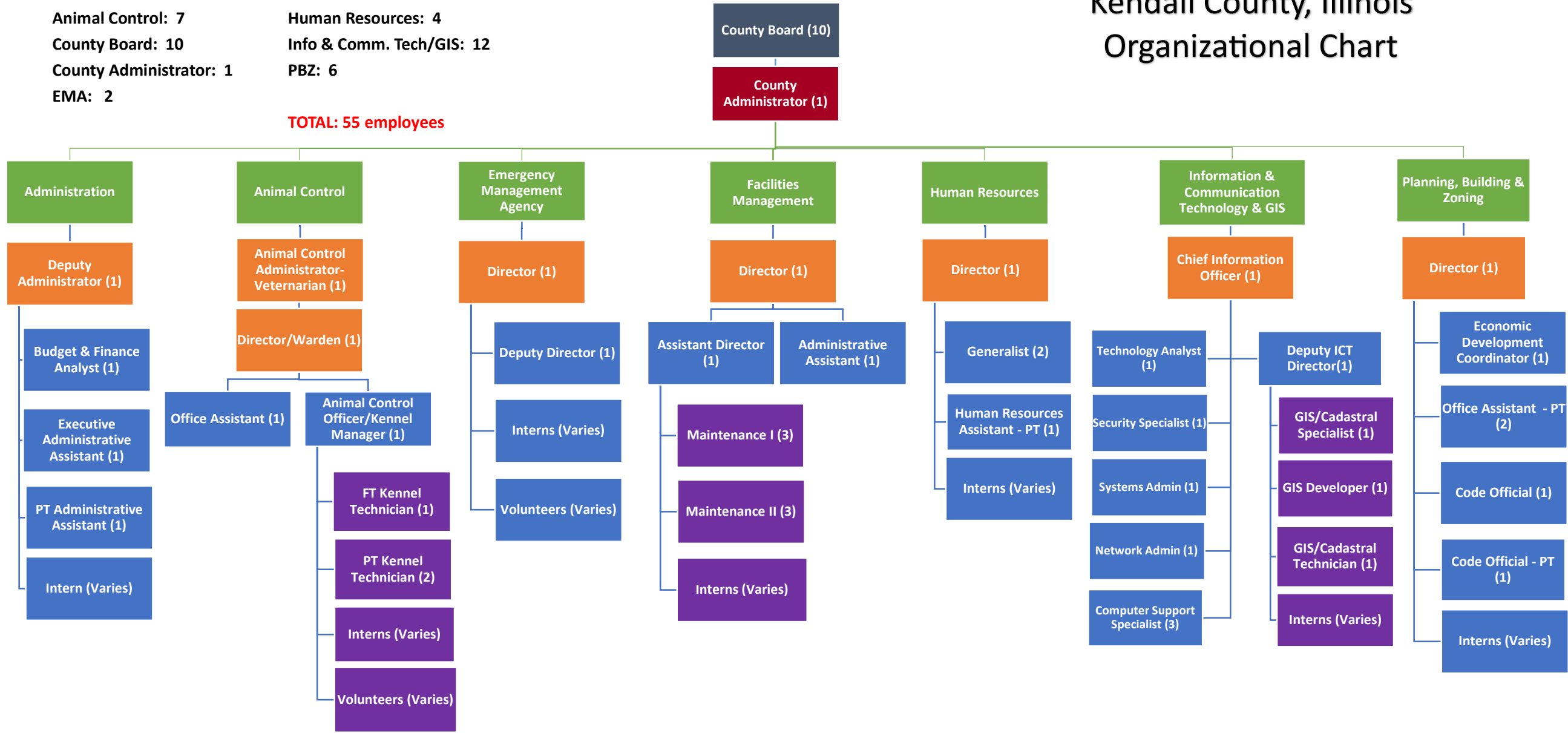
1. Revised Organizational Chart and Headcount

**APPROVED HEADCOUNT**

**Administrator: 4**      **Facilities: 9**  
**Animal Control: 7**      **Human Resources: 4**  
**County Board: 10**      **Info & Comm. Tech/GIS: 12**  
**County Administrator: 1**      **PBZ: 6**  
**EMA: 2**

**TOTAL: 55 employees**

# Kendall County, Illinois Organizational Chart



All positions listed are full-time unless otherwise noted above.

Approved: 10/17/2023 (Revised: In Progress)