

1. Call to Order

### COUNTY OF KENDALL, ILLINOIS HUMAN RESOURCES & INSURANCE Kendall County Office Building, 111 W. Fox Street County Board Rm 209 & 210, Yorkville, IL 60560 Monday, March 4, 2024 at 5:30 p.m. MEETING AGENDA

- 2. Roll Call: Ruben Rodriguez (Chairman), Jason Peterson (Vice Chairman), Elizabeth Flowers, Zach Bachmann, and Matt Kellogg
- 3. <u>\*MOTION (VV)</u>: Approval of Agenda (page 1)
- 4. <u>\*MOTION (VV)</u>: Approval of Minutes for the February 5, 2024 Human Resources & Insurance Committee Meeting (pages 2-4)
- 5. Committee Reports and Updates
  - A. Monthly Benefits Report (pages 5-6)
  - B. Monthly Human Resources Department Report (page 7)
  - C. Executime & Tyler Munis Update (page 8)
- 6. New Committee Business
  - A. <u>\* PRESENTATION:</u> Kendall County Employee Benefits: Planning for 2025
  - B. \*MOTION (VV) (Forward to CB 3/20/2024 Meeting): Kendall County Animal Control Kennel Technician Job Description (pages 9-13)
  - C. <u>\*MOTION (VV) (Forward to CB 3/20/2024 Meeting</u>): Kendall County Animal Control Administrator/Veterinarian Job Description (pages 14-18)
  - D. <u>\*MOTION (VV) (Forward to CB 3/20/2024 Meeting</u>): Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp with an annual base salary of \$15,000/year (pages 19-31)
  - E. <u>\*MOTION (VV) (Forward to CB 3/20/2024 Meeting</u>): Revised Kendall County Organizational Chart and Headcount (pages 32-33)
  - F. <u>\* DISCUSSION:</u> Discussion Regarding Holiday Policy and FMLA Policy (pages 34-44)
- 7. Old Committee Business
- 8. Chairman's Report
- 9. Public Comment
- **10. Executive Session**
- 11. Items for Committee of the Whole
- 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.* 

### COUNTY OF KENDALL, ILLINOIS HUMAN RESOURCES AND INSURANCE COMMITTEE Meeting Minutes for Monday, February 5, 2024, at 5:30 p.m.

#### Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:30pm.

#### Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Here		
Jason Peterson	Absent		
Elizabeth Flowers	Here		
Zach Bachmann	Here		
Matt Kellogg	Absent		

#### With 3 members present a quorum was established.

Staff Present: Leslie Johnson, Amanda Pazdan, Christina Burns, Tracy Page , Brooke Shanley

## <u>Approval of Agenda</u> – Member Bachmann made a motion to approve the agenda, second by Member Flowers. <u>With 3 members voting aye, the motion was carried by a vote of 3-0.</u>

#### Committee Reports and Updates -

#### A. Horton Group- Kendall County Employee Benefits Report and Updates

Mike Wojcik gave a presentation on 2023 Year End Review. The pandemic setbacks are still causing the market to be unstable. Kendall County has performed better than the market. The average annual cost since 2018 was 5.06%. The initial renewal prior to Horton market analysis and negotiations was 11.81%. The Horton Public Sector Block averaged a 2.08% increase per year over the past 5 years. Currently the average employee age is 44. The ratio of members to employees is 2.19:1. 72% of pharmacy spend was for specialty Rx. Total specialty spend was \$2,003,028. Specialty spend was \$425,954 in 2019. These results are above market, which trends between 40% and 50%. Cost share changed from 2 tier to 4 tier effective 1/1/24. This resulted in 15 spouses dropping coverage. Employers spending was lowered by \$148,714 and employee spend lowered by \$141,501.

#### **B.** Monthly Benefits Report

The Monthly Medical Insurance report was provided to the Committee by the Treasurer's Office. See page 3 in packet.

#### C. Monthly Human Resources Department Report

Human Resources Director Leslie Johnson introduced Amanda Pazdan, New Part-Time HR Administrative Assistant.

Human Resource monthly update:

- A walkthrough with an appraiser was completed on January 30<sup>th</sup> for all County buildings.
- HR Department has begun planning for the 2024 Summer Intern program.
- Employee Appreciation luncheons start this week. The first luncheon will be Tuesday February 6<sup>th</sup> at Meadowhawk Lodge.

- Chili Cookoff was on January 26<sup>th</sup>. Congratulations to Jill Ferko Treasurer's office (1<sup>st</sup> place), Brian Holdiman – Planning, Building, & Zoning (2nd place), and Latreece Caldwell-Administration Department (3rd place).
- Labor Relation- Union negotiations are still ongoing.

For January 2023 Human Resources Department report, See page 5 in packet.

#### D. Executime & Tyler Munis Update

Staff has been working on building accruals in Tyler Munis. A ticket has been submitted to Tyler Munis to put together a test site for Kendall County. Awaiting to hear back, Payton Karlovich (HR Generalist), has been working on creating manuals and training guides. See page 6 in packet.

#### <u>New Committee Business –</u>

#### A. Resolution Regarding Kendall County Wellness Program Guidelines

Staff prepared the resolution regarding Kendall County Wellness Program Guidelines. This resolution requires an employee to 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

# Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. <u>With 3 members voting ave, the motion was carried by a vote of 3 - 0.</u>

#### B. Revised Section 8.7 Victims' Economic Security and Safety Policy

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 policy revisions are necessary to address a recent amendment to VESSA, which provides eligible employees with up to two work weeks 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 crime of violence.

# Member Flowers made a motion to forward to the February 20, 2024 County Board meeting, second by Member Bachmann. <u>With 3 members voting aye, the motion was carried by a vote of 3-0.</u>

#### C. New Section 5.14 Confined Spaces Policy

OSHA regulations require an employer to develop and implement a written confined space program that complies with OSHA requirements. After consulting with Facilities Management, staff has prepared the attached draft policy on page 18 in packet.

Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. With 3 members voting aye, the motion was carried by a vote of 3 -0.

#### D. New Section 8.13 Blood and Organ Donor Leave Policy

This policy complies with state law requirements for 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.

Member Flowers made a motion to forward to the February 20, 2024, County Board meeting, second by Member Bachmann. With 3 members voting aye, the motion was carried by a vote of 3-0.

E. Deputy Director Job Description (EMA Department)

See page 24 in packet for the Deputy Director for the Kendall County Emergency Management job description.

Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. <u>With 3 members voting aye, the motion was carried by a vote of 3-0.</u>

#### F. Revised Kendall County Organizational Chart and Headcount

The revised Organizational Chart and Headcount reflects the following changes approved by the Kendall County Board on December19, 2023

- New Part Time Human Resources Assistant Position in the Human Resources Department
- New Supervisory roll for the Kennel Manager at Animal Control Department

Member Flowers made a motion to forward to the February 20, 2024, County Board meeting, second by Member Bachmann. <u>With 3 members voting aye, the motion was carried by a vote of 3-0.</u>

#### Old Committee Business – None

<u>Chairman's Report</u> – Chair Rodriguez thanked Human Resource Department for all they have accomplished in 2023.

Public Comment – None

**Executive Session** – None

#### Items for the Committee of the Whole Meeting - None

#### Action Items for County Board -

#### 1. <u>Under Consent Agenda</u>

- Resolution Regarding Kendall County Wellness Program Guidelines
- Revised Section 8.7 Victims' Economic Security and Safety Policy
- New Section 5.14 Confined Spaces Policy
- New Section 8.13 Blood and Organ Donor Leave Policy
- Deputy Director Job Description (EMA Department)
- Revised Kendall County Organizational Chart and Headcount

#### 2. <u>Items for Committee Business</u>

<u>Adjournment</u> – Member Flowers made a motion to adjourn, second by Member Bachmann. <u>With 3</u> members present in agreement, the meeting was adjourned at 6:25pm.

Respectfully submitted Nancy Villa Executive Administrative Assistant

#### MONTHLY MEDICAL INSURANCE REPORT FY 24

				EMPLC Total E		
PLAN	Non- Union	Union		Feb-24	Mar-24	Annual ER Plan Cost
HMO EE	15	10	]	25	25	\$8,562.78
HMO EE + SP	1	4	]	5	5	\$13,066.83
HMO EE + CH	2	3	1	5	5	\$12,710.13
HMO FAM	3	12	]	15	15	\$17,324.01
H.S.A. \$1600 EE	77	51	1	128	128	\$13,229.77 *
H.S.A. \$1600 EE + SP	9	7	1	16	16	\$20,899.69 *
H.S.A. \$1600 EE + CH	14	11	1	25	25	\$20,411.05 *
H.S.A. \$1600 FAM	24	27	1	51	51	\$26,731,51 *
11.3.A. \$1000 TAM	24	21	1	51	51	\$20,731.51
H.S.A. \$3200 EE	0	1	1	1	1	\$12,056.89 *
H.S.A. \$3200 EE + SP	2	2	1	4	4	\$19,109.83 *
H.S.A. \$3200 EE + CH	0	1	1	1	1	\$18,670.03 *
H.S.A. \$3200 FAM	3	0	1	3	3	\$24,358.39 *
			-			
BC Options \$1600 EE	6	2	1	8	8	\$12,291.36 *
BC Options \$1600 EE + SP	1	0	]	1	1	\$19,467.72 *
BC Options \$1600 EE + CH	1	0	]	1	1	\$19,018.20 *
BC Options \$1600 FAM	0	4	]	4	4	\$24,832.98 *
BC Options \$3200 EE	0	0	1	0	0	\$11,001.19 *
BC Options \$3200 EE + SP	0	1	1	1	1	\$17,498.80 *
BC Options \$3200 EE + CH	0	0	1	0	0	\$17,103.04 *
BC Options \$3200 FAM	2	0	]	2	2	\$22,222.60 *
Total Enrolled	160	136	1	296	296	
			1		200	
				Emple	oyees	
				Dental EE		166

Employees	
Dental EE	166
Dental Family	160
Total Enrolled	326

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

Retirees/COBRA (12/	(52 Retirees / 4	COBRA)	
Vision	Family	12	469.58
Vision	Single	16	444.46
Medical	Family	1	1,585.70
Medical	Single	8	12,639.58
Dental	Family	32	4,821.60
Dental	Single	18	5,460.55
TOTA	L		25,421.47

			_	FY 24	MONTHL	Y MEDIC	AL INSU	RANCE IN	VOICES	3	BUDGETED	\$7,144,922	35.88%	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	951670	489801	474064										\$1,915,534	6,230,253	30.75%
BCBS Dental Premium	39526	28294	45175										\$112,995	303,332	37.25%
BCBS Life Premium	624	661	642										\$1,927	7837	24.59%
Health Savings Account	125	529125	3875										\$533,125	600,000	88.85%
FSA Admin Fee	98	102	129										\$328	3,500	9.38%
TOTALS	\$992,043	\$1,047,982	\$523,885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,563,910	7,144,922	35.88%
														•	
			-	FY 23	MONTHL	Y MEDIC	AL INSU	RANCE IN	IVOICES	3	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		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%
TOTALS	£406 200	\$1.437.320	\$461.033	\$467.675	\$487,303	\$463.941	¢460 764	\$468.681	\$432.882	\$464.230	\$486.633	-\$6.575	\$6,122,288	6.430.808	95.20%
TOTALS	\$490,399	\$1,457,520	\$401,033	\$407,075	\$401,303	\$403,941]	\$402,704	\$400,001	\$4JZ,00Z	\$404,230	\$400,033	-30,515	<b>\$0,122,200</b>	0,430,000	93.20%
				FY 22	MONTHL		AL INSU		IVOICES	6	(BUDGETED	: <b>\$</b> 6,423,600) §	1 44% of budget		
			-								•		1.4470 of budget		
	December	January	- February	March	April	May	June	July	August	September	October	November	Totals		
BCBS Medical Premium	422061	417593	769160	397470	415868	May 423977	418344	July 406923	August 411574	September 412983	412883	November -4843	Totals \$4,903,995	]	
Met Life Dental Premium	422061 56127	417593 56874	769160 56863	397470 -988	415868 32394	May 423977 27529	418344 28184	July 406923 28471	August 411574 27867	September 412983 27921	412883 28245	November -4843 -250	Totals \$4,903,995 \$369,237	]	
Met Life Dental Premium BCBS Life Premium	422061 56127 601	417593 56874 613	769160 56863 604	397470 -988 619	415868 32394 591	May 423977 27529 622	418344 28184 623	July 406923 28471 622	August 411574 27867 608	September 412983 27921 616	412883 28245 610	November -4843 -250 616	Totals \$4,903,995 \$369,237 \$7,344		
Met Life Dental Premium BCBS Life Premium Health Savings Account	422061 56127 601 625	417593 56874 613 547000	769160 56863 604 4125	397470 -988 619 9625	415868 32394 591 8125	May 423977 27529 622 2875	418344 28184 623 3250	July 406923 28471 622 6375	August 411574 27867 608 3500	September 412983 27921 616 4375	412883 28245 610 750	November -4843 -250 616 750	Totals \$4,903,995 \$369,237 \$7,344 \$591,375		
Met Life Dental Premium BCBS Life Premium	422061 56127 601	417593 56874 613	769160 56863 604	397470 -988 619	415868 32394 591	May 423977 27529 622	418344 28184 623	July 406923 28471 622	August 411574 27867 608	September 412983 27921 616	412883 28245 610	November -4843 -250 616	Totals \$4,903,995 \$369,237 \$7,344		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee	422061 56127 601 625 0	417593 56874 613 547000 792	769160 56863 604 4125 98	397470 -988 619 9625 105	415868 32394 591 8125 105	May 423977 27529 622 2875 201	418344 28184 623 3250 98	July 406923 28471 622 6375 102	August 411574 27867 608 3500 102	September 412983 27921 616 4375 105	412883 28245 610 750 102	November -4843 -250 616 750 98	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906		
Met Life Dental Premium BCBS Life Premium Health Savings Account	422061 56127 601 625 0	417593 56874 613 547000	769160 56863 604 4125 98	397470 -988 619 9625	415868 32394 591 8125	May 423977 27529 622 2875	418344 28184 623 3250	July 406923 28471 622 6375	August 411574 27867 608 3500	September 412983 27921 616 4375 105	412883 28245 610 750	November -4843 -250 616 750	Totals \$4,903,995 \$369,237 \$7,344 \$591,375		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee	422061 56127 601 625 0	417593 56874 613 547000 792	769160 56863 604 4125 98	397470 -988 619 9625 105 \$406,831	415868 32394 591 8125 105	May 423977 27529 622 2875 201 \$455,203	418344 28184 623 3250 98 \$450,499	July 406923 28471 622 6375 102 \$442,493	August 411574 27867 608 3500 102 \$443,651	September 412983 27921 616 4375 105 \$446,000	412883 28245 610 750 102 \$442,589	November -4843 -250 616 750 98 -\$3,629	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee	422061 56127 601 625 0 \$479,415	417593 56874 613 547000 792 \$1,022,872	769160 56863 604 4125 98 \$830,850	397470 -988 619 9625 105 \$406,831 FY 21	415868 32394 591 8125 105 \$457,083 MONTHL	May 423977 27529 622 2875 201 \$455,203 Y MEDIC	418344 28184 623 3250 98 \$450,499	July 406923 28471 622 6375 102 \$442,493 RANCE IN	August 411574 27867 608 3500 102 \$443,651	September 412983 27921 616 4375 105 \$446,000	412883 28245 610 750 102 \$442,589 (BUDGETED	November 4843 -250 616 750 98 -\$3,629 : \$5,830,200)	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS	422061 56127 601 625 0 \$479,415	417593 56874 613 547000 792 \$1,022,872 January	769160 56863 604 4125 98 \$830,850 February	397470 -988 619 9625 105 \$406,831 FY 21 March	415868 32394 591 8125 105 \$457,083 MONTHL April	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May	418344 28184 623 3250 98 \$450,499 AL INSUI June	July 406923 28471 622 6375 102 \$442,493 RANCE IN July	August 411574 27867 608 3500 102 \$443,651 IVOICES August	September 412983 27921 616 4375 105 \$446,000 \$ September	412883 28245 610 750 102 \$442,589 (BUDGETED October	November - 4843 - 250 616 750 98 -\$3,629 : \$5,830,200) * November	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS BCBS Medical Premium	422061 56127 601 625 0 \$479,415 December 394306	417593 56874 613 547000 792 \$1,022,872 January 382127	769160 56863 604 4125 98 \$830,850 \$830,850 February 383663	397470 -988 619 9625 105 \$406,831 FY 21 March 390497	415868 32394 591 8125 105 \$457,083 MONTHL April 395525	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May 385509	418344 28184 623 3250 98 \$450,499 AL INSU June 380010	July 406923 28471 622 6375 102 \$442,493 RANCE IN July 379496	August 411574 27867 608 3500 102 \$443,651 IVOICES August 377980	September 412983 27921 616 4375 105 \$446,000 \$ \$446,000 \$ \$ \$446,000 \$ \$ \$ 446,000 \$ \$	412883 28245 610 750 750 102 \$442,589 (BUDGETED October 354481	November -4843 -250 616 750 98 -\$3,629 : \$5,830,200) November 378537	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals \$4,572,773		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS BCBS Medical Premium Met Life Dental Premium	422061 56127 601 625 0 \$479,415 December 394306 27132	417593 56874 613 547000 792 \$1,022,872 January 382127 33543	769160 56863 604 4125 98 \$830,850 \$830,850 February 383663 25246	397470 -988 619 9625 105 \$406,831 FY 21 March 390497 27489	415868 32394 591 8125 105 \$457,083 MONTHL April 395525 27247	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May 385509 27533	418344 28184 623 3250 98 \$450,499 AL INSU June 380010 27462	July 406923 28471 622 6375 102 \$442,493 RANCE IN July 379496 26611	August 411574 27867 608 3500 102 \$443,651 IVOICES August 377980 26822	September 412983 27921 616 4375 105 \$446,000 \$ \$446,000 \$ \$ \$eptember 370643 27068	412883 28245 610 750 102 \$442,589 (BUDGETED October 354481 26674	November -4843 -250 616 750 98 -\$3,629 : \$5,830,200) * November 378537 27641	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals \$4,572,773 \$330,468		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS BCBS Medical Premium Met Life Dental Premium BCBS Life Premium	422061 56127 601 625 0 \$479,415 December 394306 27132 604	417593 56874 613 547000 792 \$1,022,872 January 382127 33543 541	769160 56863 604 4125 98 \$830,850 \$830,850 February 383663 25246 603	397470 -988 619 9625 105 \$406,831 FY 21 March 390497 27489 611	415868 32394 591 8125 105 \$457,083 MONTHL April 395525 27247 616	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May 385509 27533 616	418344 28184 623 3250 98 \$450,499 AL INSU June 380010 27462 615	July 406923 28471 622 6375 102 \$442,493 RANCE IN July 379496 26611 613	August 411574 27867 608 3500 102 \$443,651 IVOICES August 377980 26822 605	September 412983 27921 616 4375 105 \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$	412883 28245 610 750 102 \$442,589 (BUDGETED October 354481 26674 603	November -4843 -250 616 750 98 -\$3,629 *\$5,830,200) November 378537 27641 633	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals \$4,572,773 \$330,468 \$7,262		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS BCBS Medical Premium Met Life Dental Premium BCBS Life Premium Health Savings Account	422061 56127 601 625 0 \$479,415 December 394306 27132 604 555000	417593 56874 613 547000 792 \$1,022,872 January 382127 33543	769160 56863 604 4125 98 \$830,850 \$830,850 February 383663 25246 603 6750	397470 -988 619 9625 105 \$406,831 FY 21 March 390497 27489 611 5750	415868 32394 591 8125 105 \$457,083 MONTHL April 395525 27247	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May 385509 27533 616 2000	418344 28184 623 3250 98 \$450,499 AL INSU June 380010 27462 615 750	July 406923 28471 622 6375 102 \$442,493 RANCE IN July 379496 26611	August 411574 27867 608 3500 102 \$443,651 IVOICES August 377980 26822 605 3750	September 412983 27921 616 4375 105 \$446,000 \$ \$446,000 \$ \$ \$eptember 370643 27068	412883 28245 610 750 102 \$442,589 (BUDGE TED October 354481 26674 603 625	November -4843 -250 616 750 98 -\$3,629 : \$5,830,200) * November 378537 27641	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals \$4,572,773 \$330,468 \$7,262 \$581,750		
Met Life Dental Premium BCBS Life Premium Health Savings Account FSA Admin Fee TOTALS BCBS Medical Premium Met Life Dental Premium BCBS Life Premium	422061 56127 601 625 0 \$479,415 December 394306 27132 604	417593 56874 613 547000 792 \$1,022,872 January 382127 33543 541	769160 56863 604 4125 98 \$830,850 \$830,850 February 383663 25246 603	397470 -988 619 9625 105 \$406,831 FY 21 March 390497 27489 611	415868 32394 591 8125 105 \$457,083 MONTHL April 395525 27247 616	May 423977 27529 622 2875 201 \$455,203 Y MEDIC May 385509 27533 616	418344 28184 623 3250 98 \$450,499 AL INSU June 380010 27462 615	July 406923 28471 622 6375 102 \$442,493 RANCE IN July 379496 26611 613	August 411574 27867 608 3500 102 \$443,651 IVOICES August 377980 26822 605	September 412983 27921 616 4375 105 \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$446,000 \$ \$	412883 28245 610 750 102 \$442,589 (BUDGETED October 354481 26674 603	November -4843 -250 616 750 98 -\$3,629 *\$5,830,200) November 378537 27641 633	Totals \$4,903,995 \$369,237 \$7,344 \$591,375 \$1,906 \$5,873,857 94.22% of budge Totals \$4,572,773 \$330,468 \$7,262	] ] t	

TOTALS \$977,143 \$416,314 \$416,363 \$424,448 \$425,743 \$415,749 \$408,928 \$407,691 \$409,247 \$400,778 \$382,474 \$408,649 \$5,493,529



#### KENDALL COUNTY HUMAN RESOURCES DEPARTMENT REPORT TO HUMAN RESOURCES & INSURANCE COMMITTEE March 4, 2024

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

#### COMPLIANCE & RISK MANAGEMENT:

- Assisted Kendall County departments with preparation and update of Safety Data Sheets (SDS) binders in compliance with OSHA requirements.
- All County departments completed annual Identity Protection Act training in compliance with state law requirements.
- Completed payroll audit for full-time hourly employees.
- Assisted elected and appointed offices with implementation of Neogov training portal.

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

- We prepared marketing materials and continued planning for the 2024 Summer Internship Program. We have received 11 internship applications for summer internships with Kendall County.
- Attended a job and internship fair at Northern Illinois University on February 21, 2024.
- Preparation underway for Aurora University Career Fair on March 14, 2024.
- Recruitment efforts underway for vacant Deputy County Clerk and internship positions available.

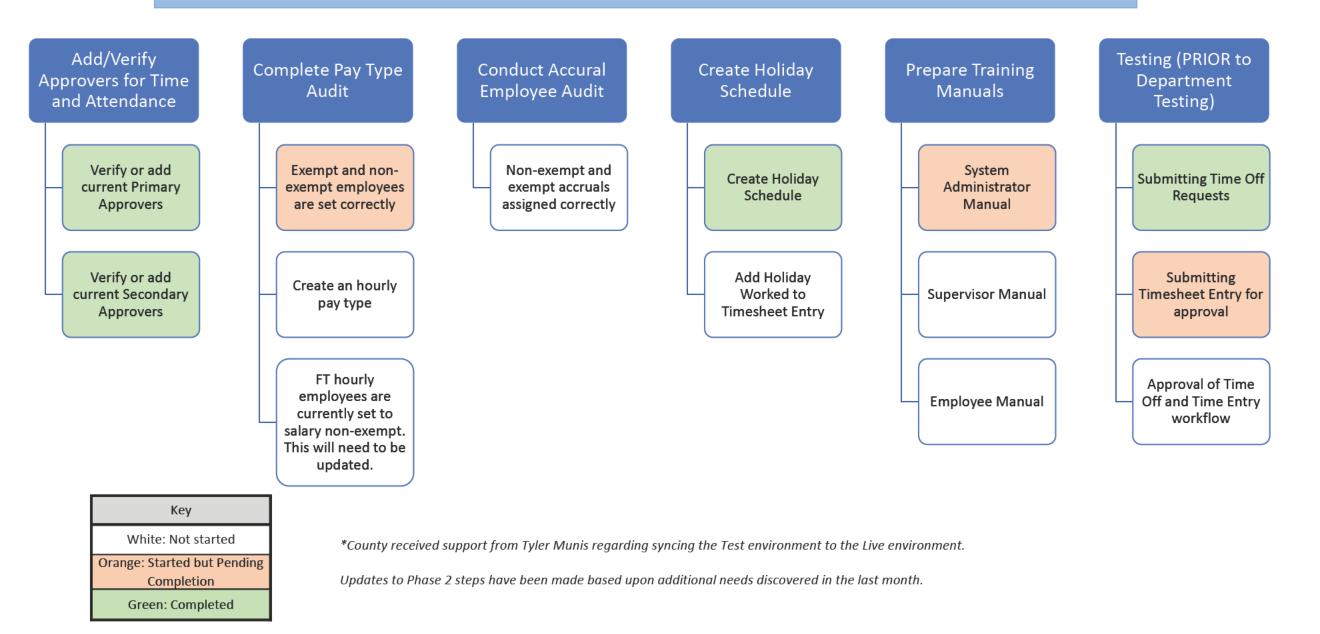
#### EMPLOYEE ENGAGEMENT:

- We have received all employee service awards selected by recipients. Employee service award presentations will occur at the County Board meeting to be held on March 20th.
- We hosted four (4) Employee Appreciation Luncheons and one (1) Employee Appreciation Dinner between February 6th-February 13th for Kendall County employees.
- Preparation of the next edition of *The County Connection*.

#### **LABOR RELATIONS:**

- Union negotiations ongoing for Patrol Deputies (FOP)
- Attended labor management committee meeting with Corrections Sergeants (FOP) unit.
- One grievance referred to grievance arbitration (FOP) was withdrawn.
- One demand to bargain (FOP) was withdrawn.
- Began preparations for upcoming union negotiations with other FOP units whose contracts expire November 30, 2024.

## Time and Attendance (Executime): Phase 2\*





## Kendall County Agenda Briefing

Meeting Type:	Human Resources and Insurance
Meeting Date:	3/4/2024
Subject:	Revised Kendall County Animal Control Kennel Technician Job Description
Prepared by:	Leslie Johnson, Human Resources Director
Department:	Human Resources Department

#### **Action Requested:**

Review and approval of the Revised Kendall County Animal Control Kennel Technician Job Description

#### **Board/Committee Review:**

None

#### **Fiscal impact:**

None

#### **Background and Discussion:**

The attached is an updated job description for the Kendall County Animal Control Kennel Technician position. This job description has been updated to reflect the change in reporting structure/supervisor, which was approved by the County Board on December 19, 2023.

#### **Staff Recommendation:**

Approval of the revised Kendall County Animal Control Kennel Technician Job Description.

#### Attachments:

1. Revised Kendall County Animal Control Kennel Technician Job Description

#### Kendall County Job Description

TITLE:Kennel TechnicianDEPARTMENT:Animal ControlSUPERVISED BY:Kennel Manager and Animal Control OfficerFULL TIME/PART TIME:Full Time or Part TimeFLSA STATUS:Non-ExemptREVISED/APPROVED:In Process

#### I. Position Summary:

Under the supervision of the Kennel Manager and Animal Control Officer, this position is responsible for maintaining the cleanliness and security of the Animal Control facility and for the care and safe handling of animals in the custody of the Kendall County Animal Control.

#### II. Essential Duties and Responsibilities:

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

- A. Cleans and maintains animal shelter.
- B. Ensures kennel cages and runs are kept clean and in good repair.
- **C.** Cleans, monitors, and stocks inventories and kennel food supply.
- D. Maintains and inventories vaccine stock.
- E. Performs routine maintenance of animals such as cleaning, feeding and watering.
- F. Monitors the behavior of kennel animals.
- **G.** Seizes, impounds, and transports animals.
- **H.** Safely handles and controls impounded animals including, but not limited to difficult to handle and potentially dangerous animals.
- I. Administers vaccines, medications, and microchips to animals, as directed.
- J. Assists with intake, adoptions, and reclaiming of animals.
- **K.** Answers telephones and performs other customer service related activities such as replying to inquiries and questions concerning animal control adoptions, rabies tag orders, fees, and lost animals/pets.
- L. Performs behavioral assessments including temperament testing of animals.
- **M.** Reports to the Kennel Manager, Animal Control Director and Administrator/Veterinarian any potential health and/or behavioral problems involving the animals in Kendall County's care.
- **N.** Performs data entry using integrated case management software.
- **O.** Prepares and maintains records regarding or relating to impounded animals.
- **P.** Drafts routine correspondence and other Animal Control Department documents.
- **Q.** Must attend special events both during and after regular business hours.
- **R.** Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
- **S.** Complies with all applicable state and federal laws and regulations.
- T. Complies with all applicable state and County policies and procedures.
- **U.** Maintains regular attendance and punctuality.
- V. Must perform duties on-site both during and after regular business hours.
- **W.** Performs other duties and responsibilities as assigned.

#### III. Supervisory Responsibilities:

This job has no supervisory responsibilities.

#### 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:

- Ability to research, read, and interpret documents and simple instructions.
- Ability to prepare documents, reports, minutes, agendas, and correspondence.
- Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- Ability to communicate effectively in writing and over the telephone.
- Ability to listen and understand information and ideas.
- Excellent people skills and detail-oriented.
- Requires a proficient understanding of the English language, spelling, and grammar.

#### **B. Mathematical Skills:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to count money and make correct change.
- Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

#### C. Reasoning Ability:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

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

- Must have and maintain a valid driver's license.
- Any and all certificates and registrations as required for the specific duties performed.

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

- Ability to excel under pressure and in stressful situations.
- Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- Ability to carry out duties with minimal supervision.
- Ability to maintain confidentiality.

- Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- Must be a team player committed to working in a quality environment.
- Must possess excellent prioritization skills and the ability to meet deadlines.
- Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- Skills in operating a personal computer, facsimile machine, and telephone.

#### F. Education and Experience:

- A minimum of a high school diploma or GED equivalent is required.
- At least six (6) months of prior computer experience is required.
- A minimum of at least one (1) year of prior animal handling experience.
- A minimum of at least one (1) year of prior animal medical experience.

#### G. Physical Demands:

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

- Frequently sit for long periods of time at a desk;
- Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- Frequently lift and/or move up to 50 pounds, including live animals;
- Handle large, active, aggressive, and/or vicious animals;
- Reach, push and pull with one and/or both hands and arms;
- Stoop, kneel, crouch, crawl, walk, run;
- Bend over at the waist and reach with one and/or both hands and arms;
- Talk and hear in person and via use of telephone;
- Operate Kendall County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception; and
- Travel independently to other locations to perform assigned responsibilities.

#### VII. Work Environment:

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

- Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- All lighting conditions including, but not limited to daylight and night/low light, with and without artificial light available, indoors and outdoors;
- Exposed to potentially volatile situations which can present risk of violence or injury;
- The noise level in the work environment varies from moderate to noisy;
- Must be able to perform all assigned job duties during normal business hours and outside of normal business hours;

- May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- Must have flexibility to work during normal business hours, outside of normal business hours, weekends, and holidays;
- Continuously exposed to animals, animal noises, hair/dander, and smells, including industrial cleaning products.

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

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor cc: personnel file, employee Date



## Kendall County Agenda Briefing

Meeting Type:	Human Resources and Insurance
Meeting Date:	3/4/2024
Subject:	Kendall County Animal Control Administrator/Veterinarian Job Description
Prepared by:	Leslie Johnson, Human Resources Director
Department:	Human Resources Department

#### **Action Requested:**

Review and approval of Kendall County Animal Control Administrator/Veterinarian Job Description

#### **Board/Committee Review:**

None

#### **Fiscal impact:**

N/A

#### **Background and Discussion:**

The attached job description is for the Kendall County Animal Control Administrator/Veterinarian position, which is currently held by Dr. Gary Schlapp.

#### **Staff Recommendation:**

Approval of the Kendall County Animal Control Administrator/Veterinarian job description.

#### Attachments:

1. Kendall County Animal Control Administrator/Veterinarian job description

TITLE: DEPARTMENT: SUPERVISED BY: FULL TIME/PART TIME: FLSA STATUS: UNION STATUS: APPROVED: Administrator/Veterinarian Animal Control County Administrator Part time Non-Exempt Non-Union In progress

#### I. Position Summary:

This position, under the direction of the Kendall County Administrator, provides professional medical veterinarian services within Kendall County's Animal Control program. This employee is responsible for ensuring the humane treatment of animals while ensuring public safety regarding animal management issues, pursuant to the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*) and applicable Kendall County ordinances. The work is performed under the direct supervision of the County Administrator, but extensive leeway is granted for the exercise of independent judgment and initiative.

#### II. Essential Duties and Responsibilities:

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

- 1. Primary duties include the performance of office or non-manual work directly related to the management and general operations of Kendall County Animal Control, which duties include, but are not limited to the following:
  - A. Fulfills the duties of Animal Control Administrator as set forth in the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*)
  - B. Provides professional medical services for the animals within Kendall County's animal control program, which includes at least one (1) on-site visit per week.
  - C. Makes decisions regarding rabies observations and veterinary medical concerns for Animal Control and, in the event of an emergency, for Kendall County.
  - D. Responsible for the health of all animals in the care of Kendall County Animal Control.
  - E. Performs high quality shelter medicine with an emphasis on problem solving through physical examination and use of in-house diagnostics when possible. Triages and stabilizes ill and injured animals. Assesses quality of life of patients.
  - F. Euthanizes animals when necessary.
  - G. Collaborates with Kendall County Animal Control Director and Animal Control Officer on cases recommending dangerous or vicious dog determinations.
  - H. On call for in person response for large scale cases such as hoarding, blood sports, and commercial breeding situations. On call for consult for cases regarding rabies control and other cases as needed.
  - I. Actively monitors disease and animal control policy issues affecting Kendall County and its residents on the local, state, and national level.
  - J. Orders and maintains control of restricted drugs and vaccinations.
  - K. Assists the Kendall County Animal Control staff with responding to citizens' questions and comments in a courteous and timely manner.
  - L. Performs staff training, as needed, and coordinates the work of Animal Control staff in the medical treatment of animals under the care of Animal Control.
  - M. Assists the Director with development of policies and procedures used in the medical care, prognosis, and euthanasia of animals in the care of the Kendall County Animal Control Department.

#### Kendall County Job Description

- 2. Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.
- 3. Attends Kendall County Board and committee meetings, as needed.
- 4. Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
- 5. Must be available after hours and on weekends, as needed, to respond to emergency calls from Kendall County Animal Control.
- 6. Prepares routine correspondence and other Animal Control documents related to assigned job duties.
- 7. Complies with all applicable state and federal laws and regulations.
- 8. Complies with all applicable Kendall County policies and procedures.
- 9. Performs other duties and responsibilities, as assigned.

#### III. 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.

#### 1. Language Skills:

- A. Ability to research, read, and interpret documents and simple instructions.
- B. Ability to prepare documents, reports, minutes, agendas, and correspondence.
- C. Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- D. Ability to communicate effectively in writing and over the telephone.
- E. Ability to listen and understand information and ideas.
- F. Detail-oriented.
- G. Requires a proficient understanding of the English language, spelling, and grammar.

#### 2. Mathematical Skills:

- A. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- B. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- C. Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

#### 3. Reasoning Ability:

- A. Ability to deal with problems involving several concrete variables in standardized situations.
- B. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- C. Ability to medically diagnose and treat animals in the custody of Kendall County Animal Control.

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

- A. Valid and current Illinois Veterinary License and appropriate federal drug license(s).
- B. Valid and current Illinois driver's license

C. Any and all other certificates and registrations as required for the specific duties performed.

#### 5. Other Skills, Knowledge and Abilities:

- A. Ability to excel under pressure and in stressful situations.
- B. Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- C. Ability to carry out duties with minimal supervision.
- D. Ability to maintain confidentiality.
- E. Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- F. Must be a team player committed to working in a quality environment.
- G. Must possess excellent prioritization skills and the ability to meet deadlines.
- H. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- I. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- J. Skills in operating a personal computer, facsimile machine, and telephone.

#### 6. Education and Experience:

- A. Minimum of a Doctoral Degree of Veterinary Medicine from an accredited college or university.
- B. Minimum 2 years performing veterinary medicine.
- C. Minimum 1 year performing shelter medicine.
- D. Experience performing complex and responsible administrative duties.
- E. Experience with Chameleon Software products, preferred.

#### IV. Physical Demands:

While performing the duties of this job, the employee is frequently required to:

- A. Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- B. Lift and/or move up to 50 pounds, including live animals;
- C. Occasionally handle large, active, aggressive, and/or vicious animals;
- D. Reach, push and pull with one and/or both hands and arms;
- E. Stoop, kneel, crouch, crawl, walk, run;
- F. Bend over at the waist and reach with one and/or both hands and arms;
- G. Talk and hear in person and via use of telephone;
- H. Operate County vehicles and safety equipment;
- I. Specific vision abilities include close and distance vision, depth perception; and
- J. Travel independently to other locations to perform assigned responsibilities.

#### V. Work Environment:

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

- A. Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- B. All lighting conditions, including but not limited to, daylight and night/low light, with and without artificial light available, indoors and outdoors;

- C. Exposed to potentially volatile situations which can present risk of violence or injury;
- D. The noise level in the work environment varies from moderate to noisy inside;
- E. May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public;
- F. Continuously exposed to animals of all varieties, animal noises, hair/dander, and smells, including industrial cleaning products; and
- G. Must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

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

nature Date
Date
n



## Kendall County Agenda Briefing

Meeting Type:	Human Resources and Insurance
Meeting Date:	3/4/2024
Subject:	Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp
Prepared by:	Leslie Johnson, Human Resources Director
Department:	Human Resources Department

#### **Action Requested:**

Review and approval of Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp

#### **Board/Committee Review:**

None

#### **Fiscal impact:**

Dr. Schlapp's current rate of pay is \$6,500/year. With this change, the fiscal impact would be an additional \$8,500 for the year plus applicable payroll contributions.

#### **Background and Discussion:**

The attached is an Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp. Per the terms of this Employment Agreement, Kendall County would compensate Dr. Schlapp with a base salary of \$15,000/year. If approved by both parties, this Employment Agreement would terminate at the close of business on March 20, 2025.

#### **Staff Recommendation:**

Approval of the Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp.

#### Attachments:

1. Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp

#### **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (hereinafter called "Agreement"), is made and entered into this 20<sup>th</sup> day of March, 2024, by and between the County of Kendall, Illinois, a unit of local government (hereinafter called the "Employer") and Dr. Gary Schlapp (hereinafter called the "Employee"), both parties understand and agree as follows:

**WHEREAS**, it is the desire of the Employer to employ the services of the Employee as Kendall County Animal Control Veterinarian and Administrator pursuant to the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*) ("Veterinarian") on an "at will" basis, and Employee desires to commence employment as the Veterinarian on an "at will" basis;

**WHEREAS**, it is the desire of the Employer and the Employee to enter into this Agreement effective immediately upon both parties' execution of this Agreement through March 20, 2025 to establish certain terms and conditions of continued employment and to set the continued working conditions of said Employee;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree, as follows:

I. <u>Recitals</u>: The above recitals are hereby incorporated as if fully set forth herein.

#### II. Description of Employment

- A. During the term of this Agreement, Employer hereby agrees to employ Employee, and Employee agrees to provide to Employer the services required as Veterinarian for Employer.
- B. As Veterinarian, Employee shall perform all those functions and duties as set forth in the Veterinarian's job description, which is attached hereto as Exhibit 1 and incorporated herein by reference. The Employer and Employee understand and agree that the job description attached as Exhibit 1 may be amended at any time during the term of this Agreement by a majority vote of the Kendall County Board members present for aid vote. Upon approval of the amended job description by a majority vote of the Kendall County Board, the amended job description shall automatically replace Exhibit 1 and be incorporated into this Agreement without any further action required by the parties to this Agreement.
- C. In addition to the services set forth in Paragraph II(B) above, Employee must conduct at least one (1) on-site visit at Kendall County Animal Control per workweek during the term of this Agreement, unless the on-site visit has been excused by the Kendall County Animal Control Director and/or the Kendall County Administrator. (The Employer's workweek runs from Saturday through Friday.) The purpose of the Employee's on-site visit shall be to assess and provide medical

care to animals in the custody of Kendall County Animal Control; to order and administer medications and vaccinations to the animals; and to answer the Kendall County Animal Control Director's questions. In the event the Employee is unable to complete the on-site visit during a given week, the Employee may "flex" that workweek's visit by conducting two on-site visits either the week prior or the week after the missed on-site visit.

- D. Employee shall represent and promote Kendall County to the best of Employee's ability, energy, and skill and shall address all the responsibilities associated with Veterinarian with due diligence. Furthermore, as Veterinarian, Employee shall abide by all state and federal laws, County ordinances, employee training requirements, and the Employer's policies and procedures, as may be in effect from time to time.
- E. Employer has provided to Employee, and Employee acknowledges receipt of, the Kendall County Employee Handbook. The terms and conditions of the Employee Handbook are hereby incorporated by this reference as though fully stated herein, except that to the extent that any terms and conditions in the Employee Handbook conflict with this Agreement, the term or condition stated in this Agreement shall control. Employee agrees to comply with all policies and procedures set forth in the Employee Handbook.
- F. Employer and Employee agree to the terms and conditions stated in the Employee Handbook, as may be amended, supplemented or modified from time to time in the sole discretion of the Employer by a majority vote of the Kendall County Board members present for said vote.

#### III. Employment At Will

Employee will be an "at-will" employee. As an "at-will" employee, Employee understands and agrees that Employee's employment as Veterinarian shall be subject to termination at any time, with or without cause. This Agreement is intended only as a written statement of the economic relationship of the parties, and not a guaranty of continued employment.

#### IV. <u>Confidentiality</u>

A. Employee shall be exposed to confidential information while performing the duties as Veterinarian. For purposes of this Agreement, "confidential information" shall be defined as personal information Employee has obtained during Employee's employment regarding and/or relating to medical records, personnel information, and individuals' addresses, telephone numbers, driver's license numbers, dates of birth, and social security numbers.

- B. By signing this Agreement, Employee agrees that Employee shall not, at any time during and after Employee's employment, disclose any confidential information except as required to perform Employee's assigned duties for the Employer or as required pursuant to applicable state and/or federal law or court order. In the event Employee is not certain whether Employee may disclose confidential information, Employee agrees to obtain approval from the Kendall County Administrator before Employee discloses the confidential information, to the extent permitted by law. Employee understands and agrees that any negligent or willful breach of confidentiality will be grounds for immediate discipline up to and including Employee's immediate termination of employment for cause.
- C. The parties understand and agree that nothing in this Agreement shall prohibit, prevent or otherwise restrict the Employee's right (1) to report any good faith allegation of unlawful employment practices and/or alleged criminal conduct to the appropriate federal, state or local government agencies; (2) to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (3) to make any truthful statements or disclosures required by law, regulation or legal process; and (4) to request or receive confidential legal advice.

#### V. <u>Performance Evaluations</u>

The Kendall County Board Chairperson, with input from the Kendall County Administrator, shall review and evaluate the performance of the Employee in writing at least once annually. The performance evaluation shall consist of a process, form, criteria, and format that is consistent with the Employer's performance evaluation procedures utilized for other County employees.

#### VI. <u>Salary & Benefits</u>

- A. **Base Salary.** The Employer agrees to pay the Employee for services rendered as the Veterinarian of Kendall County an annual base salary in the amount of fifteen thousand dollars and zero cents (\$15,000.00) per fiscal year, less applicable payroll withholdings. The Employer's fiscal year is December 1 through November 30<sup>th</sup> of the next subsequent year. The Employee's annual base salary amount for the Employer's fiscal year 2023-2024 will be prorated based upon the effective date of this Agreement. The Employer shall pay the annual base salary to Employee in installments pursuant to the Employer's regular payroll schedule for other County employees.
- B. **Paid Time Off.** The Employee's accrual and use of vacation, personal/sick leave, and holidays will be the same as it is for the Employer's other non-union part-time employees, as stated in the Kendall County Employee Handbook, which may be amended from time to time by a majority vote of the Kendall County Board members present for said vote.

- C. **Timesheet.** To receive compensation and to comply with applicable wage and hour laws, the Employee must complete a weekly timesheet documenting all hours worked and dates the work was performed during the workweek. The timesheet must also identify whether an on-site visit was conducted by the Employee that workweek. The Employee must provide their weekly timesheet for the workweek to the Kendall County Animal Control Director and/or the Kendall County Administrator on or before 4:30 p.m. every Friday. The Employee's failure to provide a weekly timesheet will be deemed a violation of this Agreement.
- D. **Professional Memberships and Licensure.** Employee is responsible for all costs associated with Employee's licensing requirements, continuing education, and professional association memberships, unless otherwise approved in advance by the Kendall County Board Chairperson. Employee must maintain their State of Illinois Veterinary License and appropriate federal drug license(s) in good standing throughout the term of this Agreement. Employee must immediately notify Employer if Employee's license(s) is revoked at any time during the term of this Agreement.
- E. **Insurance Benefits.** Because Employee is a part-time employee, Employee is not eligible to participate in the Employer's health, dental and vision insurance plans.
- F. **Employment Relationship.** The salary, stipend, and benefits set forth in this Agreement are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, the Employee, the Employee's estate and heirs waive any claim for any additional salary and benefits except for (a) such salary installments that have accrued but are yet unpaid; and/or (b) any additional discretionary amount determined to be due and owing to Employee, as determined by a majority vote of the Kendall County Board members present for said vote.

#### VII. <u>Term and Termination of Employment</u>

- A. **Termination of Employment.** The Agreement shall commence effective immediately upon both parties' execution of this Agreement and shall remain in full force and effect until the close of business on March 20, 2025, provided, however, this Agreement may terminate at any time during the term of this Agreement upon the occurrence of any of the following:
  - 1. **By Employee.** Employee may terminate Employee's employment with the Employer at any time during the term of this Agreement by providing Employer with at least thirty (30) calendar days written notice prior to the date of termination. If Employee terminates the employment relationship

during the term of this Agreement, Employee shall be paid the following on or before the next regularly scheduled payroll date after Employee's last day of work:

- i. The base salary and stipend earned by Employee, up to and including Employee's last day of work for Employer; and
- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law.
- 2. <u>By Employer.</u> Employee is an "employee at will". Therefore, Employer may dismiss Employee with or without cause at any time during the term of this Agreement, provided, however, the dismissal decision must be approved by the Kendall County Board Chairperson, with the consent of the Kendall County Board. If Employer dismisses Employee during the term of this Agreement, Employee shall be paid the following within one (1) month after the effective date of termination:
  - i. The base salary and stipend earned by Employee, up to and including Employee's last day of work for Employer;
  - ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law; and
- 3. <u>Upon Employee's Death</u>. In the event of Employee's death during the term of this Agreement, this Agreement shall automatically terminate, and no future payments and obligations shall arise.
- 4. **Upon Employee's Loss of Licensure**. In the event Employee's Veterinarian license and/or appropriate federal drug license(s) is revoked for any reason, this Agreement shall automatically terminate, and no future payments and obligations shall arise.
- B. **Return of Employer's Property.** Upon Employee's termination of employment for any reason, Employee agrees to return all materials of any type provided to Employee by Employer, including, but not limited to Employer's confidential information, cell phones, laptops/computers, tablets, computer hardware and software, cameras, files, recordings, keys, swipe cards, and any other equipment

and documents that Employee obtained during Employee's employment for Employer.

#### VIII. <u>Notice</u>

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by U.S. mail, postage prepaid, registered return receipt addressed to the following:

**For Employer:** Attention: Kendall County Clerk & Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

For Employee: Dr. Gary Schlapp, 1022 Independence Blvd., Yorkville, Illinois 60560.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of five (5) calendar days after the date of deposit of such written notice in the course of transmission in the U.S. Postal Service. The addresses as recited may be changed by the parties from time to time by hand delivering written notice thereof to the other party.

#### IX. Indemnification

Except for the willful and wanton misconduct of the Employee, the Employer shall defend, save, and hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Veterinarian for Employer. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon with or without Employee's consent.

#### X. <u>Miscellaneous</u>

- A. **Affirmations.** By signing Employee's name below, Employee acknowledges and affirms the following:
  - 1. Employee has been advised in writing to consult with an attorney and has been provided with a period of at least twenty-one (21) days to consult with an attorney prior to signing this Agreement. Any proposed or actual modifications to this Agreement does not restart the 21-day consideration period.
  - 2. The consideration provided in Section VI of this Agreement constitutes monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for signing this Agreement.

- 3. Employee had a reasonable period of time to consider this Agreement and, for a period of seven (7) calendar days following Employee's execution of this Agreement, Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to the Employer, c/o Kendall County Clerk & Recorder, 111 W. Fox Street, Yorkville, Illinois 60560.
- B. **Execution of Agreement.** 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.
- C. **Paragraph Headings.** The parties have inserted the paragraph headings and numbers for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- D. **Waiver.** The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
- E. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- F. **Non-Discrimination.** Employee agree not to commit unlawful discrimination and/or unlawful harassment. Employee agrees to comply with all applicable provisions of 1) the Illinois Human Rights Act, including the reporting requirements set forth therein, 2) Title VII of the Civil Rights Act of 1964, as amended, 3) the Americans with Disabilities Act, 4) the Age Discrimination in Employment Act, 5) Section 504 of the Federal Rehabilitation Act, and 6) all applicable rules and regulations.
- G. No Contract Bar. Employee certifies that Employee is 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).
- H. **Legal Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity.

- I. **Choice of Law and Venue.** 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 that 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.
- J. **Entire Agreement.** 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.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by the Kendall County Board Chairperson, and duly attested by the Kendall County Clerk and Recorder, and the Employee has signed and executed this Agreement, the day and year first above written.

KENDALL COUNTY, ILLINOIS (EMPLOYER)

Matthew Kellogg Kendall County Board Chairperson

ATTEST:

Debbie Gillette, County Clerk Kendall County, Illinois

DR. GARY SCHLAPP (EMPLOYEE)

Dr. Gary Schlapp

ATTEST:

Notary Public

TITLE: DEPARTMENT: SUPERVISED BY: FULL TIME/PART TIME: FLSA STATUS: UNION STATUS: APPROVED: Administrator/Veterinarian Animal Control County Administrator Part time Non-Exempt Non-Union In progress

#### I. Position Summary:

This position, under the direction of the Kendall County Administrator, provides professional medical veterinarian services within Kendall County's Animal Control program. This employee is responsible for ensuring the humane treatment of animals while ensuring public safety regarding animal management issues, pursuant to the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*) and applicable Kendall County ordinances. The work is performed under the direct supervision of the County Administrator, but extensive leeway is granted for the exercise of independent judgment and initiative.

#### II. Essential Duties and Responsibilities:

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

- 1. Primary duties include the performance of office or non-manual work directly related to the management and general operations of Kendall County Animal Control, which duties include, but are not limited to the following:
  - A. Fulfills the duties of Animal Control Administrator as set forth in the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*)
  - B. Provides professional medical services for the animals within Kendall County's animal control program, which includes at least one (1) on-site visit per week.
  - C. Makes decisions regarding rabies observations and veterinary medical concerns for Animal Control and, in the event of an emergency, for Kendall County.
  - D. Responsible for the health of all animals in the care of Kendall County Animal Control.
  - E. Performs high quality shelter medicine with an emphasis on problem solving through physical examination and use of in-house diagnostics when possible. Triages and stabilizes ill and injured animals. Assesses quality of life of patients.
  - F. Euthanizes animals when necessary.
  - G. Collaborates with Kendall County Animal Control Director and Animal Control Officer on cases recommending dangerous or vicious dog determinations.
  - H. On call for in person response for large scale cases such as hoarding, blood sports, and commercial breeding situations. On call for consult for cases regarding rabies control and other cases as needed.
  - I. Actively monitors disease and animal control policy issues affecting Kendall County and its residents on the local, state, and national level.
  - J. Orders and maintains control of restricted drugs and vaccinations.
  - K. Assists the Kendall County Animal Control staff with responding to citizens' questions and comments in a courteous and timely manner.
  - L. Performs staff training, as needed, and coordinates the work of Animal Control staff in the medical treatment of animals under the care of Animal Control.
  - M. Assists the Director with development of policies and procedures used in the medical care, prognosis, and euthanasia of animals in the care of the Kendall County Animal Control Department.

#### Kendall County Job Description

- 2. Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.
- 3. Attends Kendall County Board and committee meetings, as needed.
- 4. Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
- 5. Must be available after hours and on weekends, as needed, to respond to emergency calls from Kendall County Animal Control.
- 6. Prepares routine correspondence and other Animal Control documents related to assigned job duties.
- 7. Complies with all applicable state and federal laws and regulations.
- 8. Complies with all applicable Kendall County policies and procedures.
- 9. Performs other duties and responsibilities, as assigned.

#### III. 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.

#### 1. Language Skills:

- A. Ability to research, read, and interpret documents and simple instructions.
- B. Ability to prepare documents, reports, minutes, agendas, and correspondence.
- C. Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- D. Ability to communicate effectively in writing and over the telephone.
- E. Ability to listen and understand information and ideas.
- F. Detail-oriented.
- G. Requires a proficient understanding of the English language, spelling, and grammar.

#### 2. Mathematical Skills:

- A. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- B. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- C. Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

#### 3. Reasoning Ability:

- A. Ability to deal with problems involving several concrete variables in standardized situations.
- B. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- C. Ability to medically diagnose and treat animals in the custody of Kendall County Animal Control.

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

- A. Valid and current Illinois Veterinary License and appropriate federal drug license(s).
- B. Valid and current Illinois driver's license

C. Any and all other certificates and registrations as required for the specific duties performed.

#### 5. Other Skills, Knowledge and Abilities:

- A. Ability to excel under pressure and in stressful situations.
- B. Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- C. Ability to carry out duties with minimal supervision.
- D. Ability to maintain confidentiality.
- E. Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- F. Must be a team player committed to working in a quality environment.
- G. Must possess excellent prioritization skills and the ability to meet deadlines.
- H. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- I. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- J. Skills in operating a personal computer, facsimile machine, and telephone.

#### 6. Education and Experience:

- A. Minimum of a Doctoral Degree of Veterinary Medicine from an accredited college or university.
- B. Minimum 2 years performing veterinary medicine.
- C. Minimum 1 year performing shelter medicine.
- D. Experience performing complex and responsible administrative duties.
- E. Experience with Chameleon Software products, preferred.

#### IV. Physical Demands:

While performing the duties of this job, the employee is frequently required to:

- A. Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- B. Lift and/or move up to 50 pounds, including live animals;
- C. Occasionally handle large, active, aggressive, and/or vicious animals;
- D. Reach, push and pull with one and/or both hands and arms;
- E. Stoop, kneel, crouch, crawl, walk, run;
- F. Bend over at the waist and reach with one and/or both hands and arms;
- G. Talk and hear in person and via use of telephone;
- H. Operate County vehicles and safety equipment;
- I. Specific vision abilities include close and distance vision, depth perception; and
- J. Travel independently to other locations to perform assigned responsibilities.

#### V. Work Environment:

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

- A. Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- B. All lighting conditions, including but not limited to, daylight and night/low light, with and without artificial light available, indoors and outdoors;

- C. Exposed to potentially volatile situations which can present risk of violence or injury;
- D. The noise level in the work environment varies from moderate to noisy inside;
- E. May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public;
- F. Continuously exposed to animals of all varieties, animal noises, hair/dander, and smells, including industrial cleaning products; and
- G. Must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

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

Emp	loyee Receipt Acknowledgement & Signature	Date
Sign	ature of Supervisor	Date
cc:	personnel file, employee	



## Kendall County Agenda Briefing

Meeting Type:	Human Resources and Insurance
<b>Meeting Date:</b>	3/4/2024
Subject:	Revised Kendall County Organizational Chart and Headcount
Prepared by:	Leslie Johnson, Human Resources Director
Department:	Human Resources Department

#### **Action Requested:**

Review and approval of Revised Kendall County Organizational Chart and Headcount

#### **Board/Committee Review:**

None

#### **Fiscal impact:**

None

#### **Background and Discussion:**

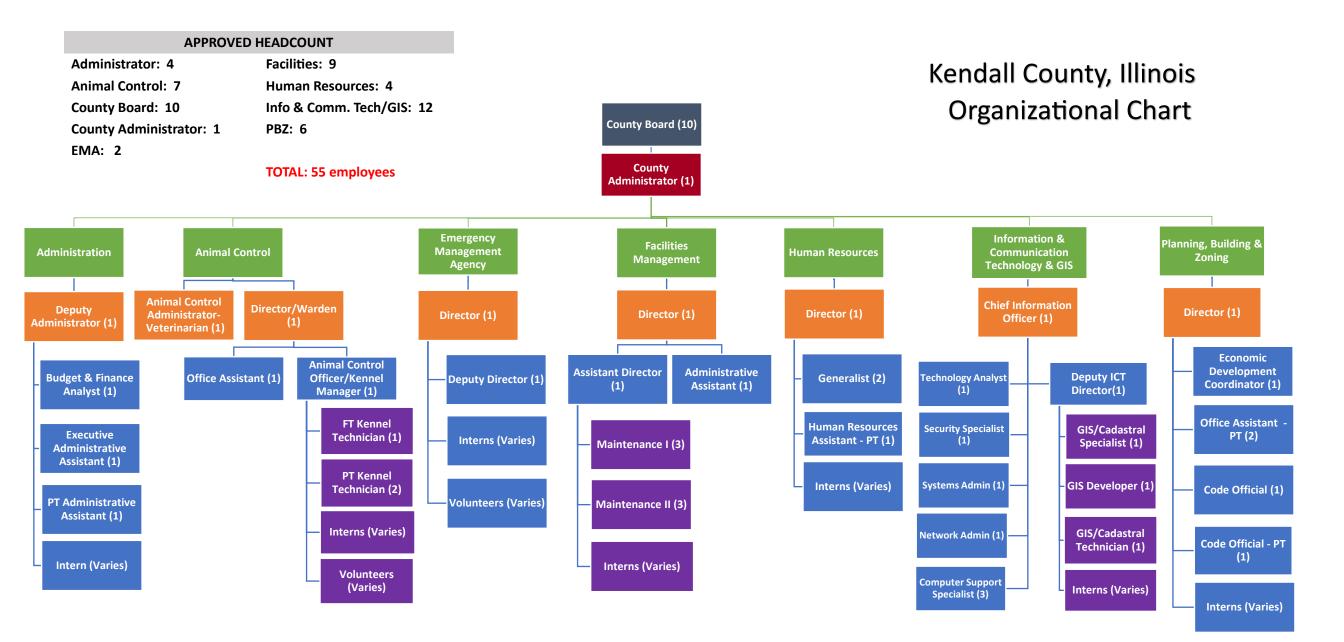
The attached Revised Kendall County Organizational Chart and Headcount coincides with the reporting structure set forth in the Kendall County Animal Control Director's job description and the Kendall County Administrator/Veterinarian's job description.

#### **Staff Recommendation:**

Approval of the Revised Kendall County Organizational Chart and Headcount

#### Attachments:

1. Revised Kendall County Organizational Chart and Headcount





## Kendall County Agenda Briefing

Meeting Type:	Human Resources and Insurance
<b>Meeting Date:</b>	3/4/2024
Subject:	Discussion Regarding Holiday Policy and FMLA Policy
Prepared by:	Leslie Johnson, Human Resources Director
Department:	Human Resources Department

#### **Action Requested:**

Discussion and direction regarding highlighted sections of the attached Holiday Policy and FMLA Policy.

#### **Board/Committee Review:**

None

#### **Fiscal impact:**

None

#### **Background and Discussion:**

Kendall County's current Holiday Policy and FMLA Policy are attached. The Human Resources Department received questions regarding the highlighted sections of the two attached policies. The questions will be reviewed with the Human Resources & Insurance Committee to obtain feedback and direction about these two policies.

#### **Staff Recommendation:**

N/A

#### **Attachments:**

- 1. Current Holiday Policy
- 2. Current FMLA Policy

Section 7.3	Holiday Pay
Effective Date: 09/01/2022	Source Doc/Dep.: None/HR
Last Amended Date:	

#### Section 7.3 HOLIDAY PAY

All eligible employees will receive time off with pay or will receive holiday pay if required to work on designated holidays. Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices. Designated holidays may be adjusted from year to year as deemed necessary by the Chief Judge.

Full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per workweek may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall on the employee's regularly scheduled workday. Also, an eligible employee must work the last scheduled workday before the holiday and the first scheduled workday after holiday, in order to be compensated for the holiday, unless absence on either or both days is pre-approved by their Executive.

An eligible full-time employee will be paid for the scheduled holiday at the employee's regular rate of pay as computed for one (1) workday (if the designated holiday is a full workday) or one half (1/2) day (if the designated holiday is a half of a workday). Assuming the holiday falls on the employee's regularly scheduled workday, an eligible part-time employee will receive holiday pay proportionate to the average number of hours the employee would normally work on the holiday (e.g., if the employee normally works four (4) hours a day, the employee will receive four (4) hours of holiday pay).

If an eligible FLSA non-exempt employee works on a designated holiday, the employee will receive holiday pay plus wages at one and one-half times their regular rate of pay for the hours the employee worked on the holiday.

When a holiday falls during an eligible employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay.

Employees must be working (i.e., on active paid status) to be for holiday pay. Employees on an unpaid leave of absence are not eligible for holiday pay.

Employees who observe a religious holiday on days which do not fall on a designated holiday should use accrued vacation, personal days, or compensatory time (if any).

However, if the employee does not have accrued time available, such religious holidays may be taken without pay, provided the employee has obtained the written approval of the employee's Executive. An employee requesting to take unpaid time off to observe a religious holiday must submit their request in writing to their immediate supervisor at least fourteen (14) calendar days prior to the proposed absence.

Family Medical Leave and Qualifying Exigency Leave Policy
Source Doc/Dep.: None/HR

#### Section 8.6 FAMILY MEDICAL LEAVE AND QUALIFYING EXIGENCY LEAVE POLICY

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

#### A. DEFINITIONS

- 1. CHILD. A child is a biological, adopted or foster child, stepchild, legal ward or a child for which an employee has daily responsibility for care and financial support of the child (i.e., in loco parentis), who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.
- 2. PARENT. A parent is the biological parent or who to whom the employee was the child of a parent in loco parentis. This does not include grandparents or in-laws unless the grandparent or in-laws are acting as parent in loco parentis. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.
- 3. SPOUSE. A husband or wife as defined or recognized under State law.
- 4. SERIOUS HEALTH CONDITION. This term means an illness, injury, impairment, or physical or mental condition that involves either:
  - a. In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
  - b. Continuing treatment by a health care provider, which includes:

- i. A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
  - a. Treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); or
  - b. One treatment by a health care provider (i.e., an inperson visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy, etc.); or
  - c. Any period of incapacity related to pregnancy or for prenatal care. A visit to the healthcare provider is not necessary for each absence; or
  - d. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
  - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
  - f. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

#### B. ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

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

#### C. FMLA LEAVE ENTITLEMENT

A covered employee is entitled to up to a total of 12 workweeks of unpaid FMLA leave in a 12-month period for one or more of the following reasons:

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

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

Spouses employed by the same employer may be limited to a *combined* total of 12 workweeks of family leave for the <u>following reasons</u>:

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

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active-duty status as defined by applicable federal regulations may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include the following as defined and limited by federal regulation: short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and additional activities arising out of the military member's covered active duty or call to covered active-duty status as agreed by employer and employee.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member (as defined by federal regulation) who is recovering from a serious illness or injury sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Covered service member also includes a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA -qualifying reason during the single 12-month period, but is entitled to no more than 12 weeks of leave for:

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

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

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

- If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a qualified family member's serious health condition; to care for a seriously ill or injured service member; or because of the employee's own serious health condition.

#### D. LEAVE AVAILABILITY CALCULATION

For all FMLA leave requests received by the Employer will use the "rolling 12-month period" method of calculating available FMLA leave for all types of FMLA leave with the exception of FMLA leave to care for a seriously ill or injured service member. Under the rolling 12-month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding 12-month period is examined. Any FMLA leave used during that preceding 12 months is deducted from the 12 work weeks of leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

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

#### E. SUBSTITUTION OF PAID LEAVE

An employee taking FMLA leave is required to substitute and use any remaining paid "leave" benefits that are available or become available during the FMLA leave (e.g., vacation, personal and banked sick leave), unless the employee is otherwise receiving compensation through Kendall County's disability benefit. 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. If the employee applies for and is granted disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF), the requirement to utilize paid leaves as stated above is not in effect during the time of disability. (It is the employee's responsibility to promptly notify their Immediate Supervisor and/or Designated HR Representative if the employee is receiving IMRF disability benefits.) Also, for an employee's job-related illness or accident, paid benefits during this time will be according to workers' compensation requirements; however, if eligible, the leave time may be designated as FMLA leave including any time off for required therapy or doctor visits.

#### F. BENEFITS WHILE ON FMLA LEAVE

During FMLA leave, the Employer will maintain the eligible 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 FMLA 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 and FMLA regulations.

An employee can elect not to continue medical coverage while on FMLA 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, by and through Kendall County will bill the employee for the amount of premiums paid by Kendall County during the leave period unless the employee does not return to work due to a reason exempted from this provision by the FMLA and FMLA 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 FMLA leave.

Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced work schedule, which makes the employee otherwise eligible for holiday pay. If, while on an FMLA designated leave, the employee is required to serve on a jury or in the military, no make-up pay will be granted, nor will paid funeral leave benefits be paid. During the period of all FMLA leaves, the employee should verify with the IMRF representatives as to whether or not they will continue to be credited with service time without loss, for the purpose of calculating IMRF benefits.

#### G. PROCEDURE FOR REQUESTING FMLA LEAVE

Requests for FMLA leave should be submitted in writing (if possible) to the employee's immediate supervisor and the Designated HR Representative. When requesting FMLA leave for the birth, adoption or foster care placement of a child, an employee must give thirty (30) days' notice or, if not possible due to unforeseen circumstances, the maximum notice practicable.

For care of a covered family member with a serious health condition, or for an employee's own serious health condition, the employee must give thirty (30) days' notice, or if not possible due to unforeseen circumstances, as much notice as is practicable.

Employees must provide sufficient information for their Executive to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform their Immediate Supervisor and Designated HR Representative 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 FMLA 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. An employee taking leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered service member may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the completed certification within 15 calendar days of the Employer's request for certification. In the case of unforeseen leave, certification must be provided as soon as practicable. It is the employee's responsibility to communicate with their employer and to provide the completed certification and all other requested information in a timely manner. Failure to do so will be deemed a violation of this policy. Also, FMLA leave may be denied in accordance with the FMLA and FMLA regulations; the employee's absences may be deemed unexcused; and the employee may be subject to disciplinary action up to and including termination of employment.

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, <u>before</u> the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave and will be deemed a violation of this policy.

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 Executive 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, at the conclusion of the employee's approved FMLA leave, the employee is unable to perform an essential function of the position because of a physical or mental condition (including, but not limited to, the continuation of a serious health condition or an injury or illness also covered by workers' compensation), the employee has no right to job restoration and/or restoration to another position under the FMLA. However, if the employee is a qualified individual with a disability under the Americans with Disabilities Act (ADA), the employee may request a reasonable accommodation pursuant to the Employer's Request for Accommodation Policy.

#### H. EMPLOYER RESPONSIBILITIES

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

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

#### I. UNLAWFUL ACTS

The FMLA makes it unlawful for any employer to:

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

#### J. WORKING PROHIBITED WHILE ON FMLA

An employee out on FMLA leave may not use that time to engage in work elsewhere, whether as an employee, independent contractor, volunteer or otherwise, unless prior written approval from their Executive has been obtained. If an employee is taking FMLA leave, it must be because an FMLA-qualifying reason is preventing the employee from appearing at work for the Employer. Performing work elsewhere is contradictory to that

premise and will create a presumption that the employee fraudulently obtained or continued FMLA leave in violation of this policy.

#### K. ENFORCEMENT

If an employee believes that a violation of the FMLA has occurred, the employee should report the alleged violation to their Executive. Pursuant to the FMLA, the employee also has the right to file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the employer if the employee believes that a violation of the FMLA has occurred.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any State or local law that may provide greater family or medical leave rights.

#### L. REFERENCE TO FMLA NOTICE POSTER

The Employer has posted on a bulletin board 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 themselves with the contents of the notice concerning all applicable employee rights and obligations under the FMLA.