

AGREEMENT

Between

COUNTY OF DUPAGE

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 150

PUBLIC EMPLOYEES DIVISION OF TRANSPORTATION

December 1, 2024 to November 30, 2029

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PREAMBLE

This Agreement has been made and entered into by and between the County of DuPage (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local 150, (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the wages, hours, and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this agreement; as required by the Illinois Public Labor Relations Act.

The parties acknowledge their mutual desire to foster harmonious relations between the County and the employees represented by this agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with the efficient operation of County operations, and to provide an orderly and prompt method for resolving grievances concerning the employees.

ARTICLE 1 **RECOGNITION**

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**** INCLUDED**

All persons employed full-time and regular part-time by the County of DuPage in its Division of Transportation in the following job titles or classifications: Heavy Equipment Crew Leader; Equipment Operator I; Equipment Operator II; Vehicle Maintenance Crew Leader; Heavy Equipment Mechanic; Automotive Mechanic; Laborer.

**** EXCLUDED**

All other employees of the County of DuPage, including supervisory, managerial, or confidential employees.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

ARTICLE 2 **MANAGEMENT RIGHTS**

SECTION 2.1: MANAGEMENT RIGHTS

It is understood and agreed that the County retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the County in all respects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as amended, changed, or modified in a specific provision set forth in this Agreement. These rights include but are not limited to the following:

- a) Plan, direct, control, and determine all functions, operations, standards, and services.
- b) Supervise, direct, and evaluate employees;
- c) Establish the qualifications for employment and employ employees;
- d) Establish work rules, schedules, assignments, and assign employees;
- e) Hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the department;
- f) Suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) To relieve employees from duty because of lack of work, money or other legitimate cause, to determine the size and composition of the working force;
- h) Establish work and productivity standards and rules of conduct, and, from time to time, amend such standards
- i) Determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- j) Determine the number of hours of work and shifts per work week and assign overtime;

- k) Maintain efficiency of operations and services of the Department;
- l) Take whatever action is necessary to comply with the State and Federal law;
- m) Secure, change or eliminate methods, equipment, and facilities for improvement of operation and to establish and implement a budget;
- n) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kinds of classifications to perform such services, to include revision, combination, addition, or elimination of job classifications; determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division.

However, nothing in this Section shall alter the County's obligation to bargain with the Union over mandatory subjects of bargaining as provided in the Illinois Labor Relations Act and relevant caselaw.

ARTICLE 3

UNION RIGHTS

SECTION 3.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering and negotiating this agreement. The Stewards or his/her designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Manager of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment, including remote job sites, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is adhered to, with prior notification to the Manager of Highway Operations or designee, provided however, there is minimal interruption of the Employer's working schedule.

SECTION 3.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union. Notices shall be limited to Union business and notices of a noncontroversial and nonpolitical nature.

ARTICLE 4

UNION DUES/FAIR SHARE CHECKOFF

SECTION 4.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.
- (C) Voluntary fair share payment

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon request of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 4.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE 5

HOURS OF WORK AND OVERTIME

SECTION 5.1: WORKDAY AND WORKWEEK

(A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.

(B) Hours

- 1) Except as set forth herein, the hours for bargaining unit employees are 6:00 a.m. to 2:30 p.m., Monday through Friday.

The Employer may alter the employee's regular workday consistent with its goal to best serve the public needs, provided that the change in the workday is for the entire department and for a maximum of one (1) week duration. The Employer shall provide no less than 21 calendar days advance notice of such changes in an employee's regular workday and shall be limited to one (1) hour prior to or one (1) hour after the employee's normal start time. The County will not change an employee's regular workday if the purpose of the change is to diminish overtime opportunities. No change will result in a reduction of the normal work hours of eight (8) or forty (40) hours per week.

- 2) During the snow season, from November 1 through March 31, there shall be two (2) snow shifts Monday through Friday. Shift A from 2:30 p.m. until 10:00 p.m. and Shift B from 10:00 p.m. until 6:00 a.m. On weekends Shift A shall be 10:00 a.m. until 10:00 p.m. and Shift B shall be 10:00 p.m. until 10:00 a.m. The Employer shall have the discretion to call employees in early or hold them over their scheduled Shift A or Shift B during snow season, including those who have pre-approved time off but not off-call. The Employer retains the right to move employees from the A to the B Shift or the B to A Shift based on operational needs. Nothing in this subsection shall constitute a guarantee of shift work hours.
- 3) Tardy and Tardy Call-In Policy: The Tardy Call-In Policy is incorporated herein as Appendix J.

SECTION 5.2: LUNCH/REST PERIODS

(A) Employees shall be granted one thirty (30) minute paid break during the first half of the workday.

(B) Employees shall be granted one thirty (30) minute unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job, as determined by the Manager or designee, dictate that employees work through their lunch period, the employee shall be compensated at the rate of one-half (1/2) hour of appropriate overtime.

SECTION 5.3: ALLOWABLE REST PERIOD

Employees may work more than sixteen (16) hours in a twenty-four (24) hour period without taking an eight (8) hour rest period. Should an employee reasonably believe they can work more than 16 hours in a twenty-four-hour period, they shall be permitted to do so. The employee agrees to provide the Employer a minimum of one (1) hour advance notice if they cannot continue to work. If the employee is sent home by the County for an eight (8) hour rest period and any part of the eight (8) hour rest period falls within the employee's normal workday, they shall be compensated for those hours. Should the employee opt to go home for an eight (8) hour rest period and any part of the eight (8) hour rest period falls within the employee's normal workday they shall be permitted to use accrued vacation or compensatory time off for those hours.

SECTION 5.4: OVERTIME COMPENSATION

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

- (A) For scheduled overtime, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a workweek. For purposes of scheduled overtime, all time paid for but not worked, excluding sick leave and compensatory time, shall be counted as "time worked" for purposes of computing overtime compensation.
- (B) For scheduled overtime and emergency call outs/callbacks on a holiday, a bargaining unit employee shall be paid at time and one half (1 ½) his/her regular rate of pay for the first eight (8) hours worked on the actual holiday. Bargaining unit members shall be paid double (2x) his/her regular hourly rate of pay for all hours worked above eight (8) hours worked on the actual holiday; except that employees that work emergency overtime on Thanksgiving, the Day after Thanksgiving, Christmas Day, and New Year's Day, shall be compensated at double time for all hours worked on those actual holidays.
- (C) All emergency call outs/callbacks shall be compensated at the applicable overtime rate of pay regardless of hours worked during the normal workday or workweek.
- (D) All earned overtime will be rounded to the nearest 15 minutes.

SECTION 5.5: NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 5.6: OVERTIME DISTRIBUTION

From April 1 through October 31st, the Manager of Highway Operations, or his designee, shall maintain a list of volunteers available for scheduled overtime opportunities and shall first assign overtime based on this rotating list provided the employee has the skill and ability to perform the job assignment creating the overtime. Earnest effort will be made to equalize overtime opportunities within each division (Maintenance Equipment, Vehicle Maintenance). Specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The above procedure shall not apply to snow removal operations.

The employment of part-time, temporary, seasonal, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, temporary, seasonal, or non-bargaining unit personnel on said overtime without violating the Agreement.

Supervisors or other non-bargaining unit personnel shall not perform bargaining unit work during the regular workday, unless on a short-term, emergency, or overtime basis, or unless training or assisting bargaining unit members. However, this shall not apply to assistance in snow and ice operations.

SECTION 5.7: ON-CALL ASSIGNMENTS

From November 1 to March 31

All employees shall be on call and shall report to work when required to do so. Employees shall respond to the last call out notification within 15 minutes, and report to work within one (1) hour of any call out notification. Supervisors may establish a designated shift start time more than one hour after the call-out notification. Employees shall be compensated at the rate of seven (7) hours per week (one (1) hour per day) at their regular straight-time rate of pay for being on call.

An employee shall lose one (1) hour of on-call pay per day for a prior approved off-call assignment, not responding to the last notification within 15 minutes of the last callout notification (unless at a supervisor's request, they are still requested to respond), not reporting to work within one (1) hour of a call out notification or by the designated shift start time, or missing an on-call assignment. Missing an on-call assignment will also be subject to the discipline policy.

From April 1 to October 31

Three (3) Maintenance Equipment employees shall be on call for summer overtime. No employee shall be required to be on-call during this period more than one (1) week out of any consecutive four (4) week period, unless with the prior agreement of the Manager or designee and the employee(s). Employees shall respond to the last call out notification within 15 minutes, and report to work within one (1) hour of any call out notification. Employees shall be compensated at the rate of seven (7) hours per week (one (1) hour per day) at time and one half (1.5) their regular straight time rate of pay for being on call during this period.

The Manager or designee shall prepare the schedule for on-call assignments from a list of volunteers. If there is not a sufficient list of volunteers to meet the above requirements, employees shall be assigned on-call weeks at the discretion of the Manager. The Manager or designee shall provide a schedule two weeks in advance listing those employees who will be on-call for those dates.

An employee shall lose one (1) hour of on-call pay per day for a prior approved off-call assignment, not responding to the last notification within 15 minutes (unless at a supervisor's request, they are still requested to respond), not reporting to work within one (1) hour of a call out notification, or missing an on-call assignment. Employees who miss two (2) on-call assignments shall be prohibited from participating in the summer overtime list.

Specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess.

SECTION 5.8: OFF-CALL ASSIGNMENTS

Off-call is defined as an employee who is unavailable to work and has requested and been granted prior approval to be off-call by the Manager or designee. With prior approval from the manager or designee, employees are permitted up to ten (10) calendar days off-call from November 1 through March 31.

The hours of off-call will be mutually agreed upon by the Manager or designee and the employee and shall be for up to 24 hours.

The off-call request must be submitted at least seven (7) days before the requested off-call period starts unless mutually agreed upon between the Manager or designee and the employee. Once submitted and approved, an off-call request cannot be withdrawn within seven (7) days of the requested off-call date without prior approval of the Manager or designee.

Between November 1 through November 30 and between March 1 and March 31, up to a maximum of four (4) Maintenance Equipment (2 per shift), and (1 per shift) Vehicle Maintenance employee will be allowed to be scheduled off call. Between December 1 and February 28 (or 29), up to a maximum of two (2) Maintenance Equipment (1 per shift), and one (1 per shift) Vehicle Maintenance employee will be allowed off call at any given time. Between April 1 and October 31, up to a maximum of ten (10) Maintenance Equipment employees will be allowed to be scheduled off-call.

SECTION 5.9: COMPENSATORY TIME OFF

In lieu of paid overtime for emergency overtime callouts only, employees may opt to earn compensatory time off. Employees are not eligible to earn compensatory time in lieu of paid overtime for scheduled overtime opportunities. Compensatory time shall be granted and in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of one-half (1/2) hour increments. Compensatory time shall be compensated at the employee's current rate of pay. Employees may only accumulate a maximum of one hundred (100) hours of compensatory time at any one time. After the initial one hundred (100) hours of compensatory time is accrued, the option to earn compensatory time off in lieu of paid overtime shall be by mutual agreement of the employer and employee. Employees shall be permitted to cash out all or some accrued compensatory time at any given time.

Between April 1st and October 31st of each year, employees may use a maximum of forty (40) hours of compensatory time as time off following vacation guidelines. On the last full pay period in October, all accumulated compensatory time over sixteen (16) hours must be scheduled for use before November 1st or it will be paid out.

SECTION 5.10: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined in Section 5.1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two and one half (2.5) hours at such overtime rate of pay for each callback. Continuation of the workday beyond the defined work hours shall not be subject to the guaranteed minimum. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment busy work in order to fill the remaining hours.

ARTICLE 6 **SENIORITY**

SECTION 6.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous employment with the Employer in the bargaining unit.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, and being absent for three (3) consecutive days without approval.

SECTION 6.3: SENIORITY LIST

Upon the Union's request, the County will provide the Union with a seniority list setting forth each employee's seniority date. The County shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the County in writing within fourteen (14) calendar days after the Union's receipt of the list.

SECTION 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During the period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline. All appropriate PTO accruals will be available to probationary employees after 6 months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period once the initial probationary period has been completed.

ARTICLE 7 **LAYOFF AND RECALL**

SECTION 7.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs. Prior to any layoffs, the Employer shall give the Union notice of the layoff and agrees, upon request by the Union, to meet and discuss the layoffs and consider alternatives to the layoff(s).

SECTION 7.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority by classification as attached in Appendix B. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time, or other non-bargaining unit employees who primarily perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower-rated classification in his employee group, as provided for in Appendix B. Employees displaced through the exercise of a bump by a more senior employee shall also have bumping rights consistent with the provisions of this Section.

SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order and seniority shall be restored. No part-time, temporary, seasonal, or other non-bargaining unit employees will be hired to do bargaining unit work during this time. If there is a recall in the employee's job classification, employees who are still on the re-employment registry in said job classification shall be recalled in the inverse order of their layoffs. After twelve (12) months on layoff, an employee shall lose his/her seniority and will be removed from the layoff list.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Director of Human Resources, or designee of his intention to return to work within three (3) days after receiving the notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Human Resource Department, or designee with his latest mailing address. If an employee fails to respond to a recall notice his name shall be removed from the re-employment registry.

ARTICLE 8

DISCIPLINARY PROCEDURES

SECTION 8.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

The disciplinary steps may or may not be used in sequential order. Certain conduct may warrant an immediate written reprimand, suspension, or termination. Whenever appropriate, prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 8.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her right to Union representation due to the fact that disciplinary action may be taken.

SECTION 8.3: USE OF ELECTRONIC SURVEILLANCE

The Employer agrees that electronic surveillance, including but not limited to GPS tracking, surveillance cameras, and other monitoring technologies, will not be used solely for the purpose of disciplining employees.

Surveillance data collected will be used primarily for legitimate business purposes such as ensuring employee safety, improving operational efficiency, and protecting company property.

In circumstances where there is evidence of misconduct or policy violations, surveillance data may be used as evidence to support disciplinary actions, provided that such use is consistent with fair and just cause principles.

ARTICLE 9

GRIEVANCE PROCEDURE

SECTION 9.1: GRIEVANCE DEFINED

A grievance is defined as any dispute or difference of opinion raised by an employee against the County involving an alleged violation of an express provision of the Agreement.

SECTION 9.2: PROCESSING OF GRIEVANCE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and normal communication. If, however, the informal process does not resolve the matter, the Union may process his grievance according to the following procedures in Section 9.3

Grievances shall be processed by a Union Steward, the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 9.3: GRIEVANCE STEPS

Step One: Manager

The Union may submit a written grievance to the employee's Manager, within ten (10) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The grievance shall contain the name of grievant, a complete statement of the facts, and the provision or provisions of this Agreement

which are alleged to have been violated, and the relief requested. The Manager or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Manager, or designee shall submit a written response within ten (10) business days of the receipt of the grievance, unless otherwise agreed to by the parties

Step Two: Director of Transportation

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Director of Transportation/ within ten (10) business days of the response in step one or when such response was due. The Director of Transportation/ or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Transportation/ or designee shall submit a written response within ten (10) business days of the grievance appeal, unless otherwise agreed to by the parties.

Step Three: Director of Human Resources

If the grievance remains unsettled at step two, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in step two or when such response was due. The Director of Human Resources or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within five (5) business days of the grievance appeal, unless otherwise agreed to by the parties.

Pre-Arbitration Meeting:

If the grievance is not resolved in Step 3, either party may request a pre-arbitration meeting to be held with the County Administrator and the Union representative within ten (10) working days following the receipt of the Director of Human Resources written answer. This meeting shall constitute further attempt at resolving the issue prior to involving an arbitrator. The County Administrator will present the Union representative with a written response as to the outcome of the pre-arbitration meeting within ten (10) working days following the meeting.

Step Four: Arbitration

If the grievance remains unsettled after the response in step three or the Pre-Arbitration meeting, if scheduled, the Union may refer the grievance to arbitration within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 3 or at which time the written response to Step 3 was due, or after the Pre-Arbitration if scheduled or when the Pre-Arbitration answer was due. Such an appeal shall be made in writing to the Director of Human Resources.

The Union and the Director of Human Resources shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or from agreeing that more than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

The Arbitrator shall endeavor to render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented.

The decision and award of the arbitration shall be final and binding to the Union, employee(s), and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 9.4: LIMITATION ON AUTHORITY OF ARBITRATOR

The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County which are under law, granted to the County by law, court decisions, or the provisions of this Agreement.

Any decision and award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

SECTION 9.5 TIME LIMIT FOR FILING

The Parties agree that the time limits set forth in this section are of the essence. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days, or within forty-five (45) days, if the Union does not reasonably have knowledge of the events giving rise to the grievance within ten (10) days. If a grievance is not presented by the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

SECTION 9.6: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 9.7: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of workdays of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 9.8: UNION STEWARDS

Four (4) duly authorized bargaining unit representatives, divided equally among the shifts, shall be designated by the Union as the Union Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Alternate Stewards shall only act in the place of the Union Stewards when the Union Steward is absent. The Union will provide written notice to the Employer to identify all Stewards.

ARTICLE 10

HOLIDAYS

SECTION 10.1: GENERAL INFORMATION

Holidays are:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. If the Employer declares any reduced dates as observed holidays, such date(s) shall be reduced holiday(s) for all bargaining unit employees.

SECTION 10.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 10.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. For work performed on a holiday, see Section 5.4.

Eligibility Requirements: To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled workday immediately preceding and following the holiday unless with the prior written approved time off request by the Manager or designee. Exceptions for medical or other emergencies may be granted at the Manager or designee's discretion. A doctor's note or other proof of emergency may be required.

SECTION 10.4: PERSONAL DAYS

As part of this bargaining process, the County and the union have agreed to waive the paid leave for all workers act in favor of the Personal Days Policy as described below.

- A. Except in the case of initial hiring, eligible employees shall be awarded five (5) personal days per year. Personal Days may be taken any time during the calendar year. Employees must give a minimum of twenty-four (24) hours advance notice for approval of time off to the Manager or designee, where practicable.
- B. During the first calendar year of employment the employee shall be awarded personal days on a pro-rated basis after passing the six-month probationary period. The following schedule shall apply:

Probationary Period Ends	Eligible For
January – February	5 Days
March- April	4 Days
May – June	3 Days
July – August	2 Days
September – October	1 Day
November – December	0 Days

- C. An employee who separates employment with the County will not receive payment for unused Personal Days. Personal Days may not be carried over into the next year.
- D. Personal Days may be used in a minimum of one half (1/2) hour increments.
- E. Eligible part-time employees will receive Personal Days at a proportional rate, based on the number of hours they are regularly scheduled to work.

SECTION 10.5: AUTHORIZED CLOSINGS

On the days when the County Board declares an emergency and allows employees to go home early with pay, or stay at home with pay, bargaining unit employees who are not given the time off shall be granted compensatory time at straight time for all hours actually worked during their shift.

ARTICLE 11 **VACATIONS**

SECTION 11.1: VACATIONS

Each employee in a position covered by this bargaining agreement shall be eligible for paid vacation time after completion of six months of consecutive service with the County based upon the following schedule of continued service:

VACATION SCHEDULE:

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WEEK	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4) year	10 Days	40.0 Hours	6.67 Hours
Beginning of the fifth (5) year through the completion of the Ninth (9) year	15 Days	40.0 Hours	10.00 Hours
Beginning of the tenth (10) year through the completion of the Nineteenth (19) year	20 Days	40.0 Hours	13.33 Hours
The beginning of the twentieth (20) year or more	25 Days	40.0 Hours	16.67 Hours

If the DuPage County Board adopts a policy allowing more than 25 vacation days annually to its non-union employees, then Local 150 DuPage County employees shall receive the additional vacation days under the terms established by the county for the non-union employees, such as required years of service.

Vacation is accrued on a monthly basis but will be calculated and credited in advance for each calendar year on January 1 for all bargaining unit employees. Should an employee's employment be terminated (voluntarily or involuntarily) prior to December 31 of any given year and the employee has used his or her vacation time in advance of it actually accruing on the monthly basis, the employee will be responsible for reimbursing the County for all time used, but unearned. The reimbursement for all vacation time used but unearned will be deducted from the final paycheck(s) that is to be issued to the employee.

SECTION 11.2: VACATION USAGE

- (A) Upon separation, vacation paid after the last day worked shall not be used to extend an employee's length of service.
- (B) Vacation time shall not accrue during an unpaid leave of absence.
- (C) Employees who have been rehired shall accrue vacation time as of their rehire date unless the employee is separated for less than thirty (30) days or as a result of layoff. In that case, if the separation is less than thirty (30) days or as a result of a layoff, the accrual shall continue from the original date of hire.
- (D) Vacation may be used in increments of four (4) hours or more. Employees seeking to take vacation in duration of 5 workdays or more shall provide the employer with a minimum of 5 work days prior notice. Employees seeking to take vacation in duration of less than 5 work days shall provide a minimum of twenty-four (24) hours advance notice. All vacations must be approved by the Manager or designee. Such approval shall not to be unreasonably withheld. Vacation is to be scheduled in such a way that temporary help is not required, and overtime payments are not needed.
- (E) Employees may carry over up to ten (10) days of vacation from one year to the next, not to exceed ten (10) days, according to their normally scheduled bi-weekly hours. Any unused vacation time above the ten (10) day carryover maximum allowed, will be forfeited at the beginning of the following calendar year.
- (F) Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment

for up to ten (10) days or 80 hours of their earned vacation accrual at full value, in full day increments.

- (G) If an eligible employee elects to sell vacation time, the “pay date” determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the “pay date” is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.
- (H) Vacation pay shall be paid at the rate of the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job classification on the pay date immediately preceding the employee’s vacation.

SECTION 11.3: ACCUMULATED VACATION AT SEPARATION

- (A) For an employee that has completed one (1) year or more of service, upon separation, employees will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the employee’s years of service and a maximum of 10 days of banked vacation time. According to the policy, this amount shall not exceed a maximum of 35 days. Employees will receive any earned vacation payout on their last paycheck.
- (B) In the event of the employee’s death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.
- (C) All vacation payouts shall be paid at the employee’s regular straight-time hourly rate of pay in effect on the pay date immediately preceding the employee’s separation.

ARTICLE 12

SICK TIME

SECTION 12.1: SICK TIME

It is the policy of DuPage County to recognize that employees may occasionally be absent because of illness or injury. The County believes that employees should be protected against a loss of income because of such temporary absences.

ELIGIBILITY

- All full-time employees under Local 150 Bargaining Unit are eligible for sick time.

GUIDELINES

- A. Employees will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis as follows:
 - 1. Employees working 80.00 hours Bi-Weekly - 5.33 hours.
- B. Sick time will be calculated at 1/10 of the normally scheduled bi-weekly work hours.
- C. Sick time hours accrued and banked, may be used during the course of employment for the employee’s own health condition or to care for an immediate family member who requires the employee’s care or other reasons as stated within the Policy handbook.
- D. Effective December 1, 2011, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued, unused and banked sick time will continue to be eligible for pay based upon years of service at the time of separation, as outlined in procedures 11 and 12, unless an Early Distribution payout is taken.
- E. Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer initiated separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire.
- F. Sick time earned after December 1, 2011, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to December 1, 2011. Sick time may be used as follows:
 - 1. For the employee’s own health condition or to care for an immediate family member who requires the employee’s care or other reasons as stated within the Policy handbook.
 - 2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.
- G. An employee who transfers out of a position eligible for sick time, and then returns to a position that is eligible for sick time, may accrue sick time as of the date returning to the sick time eligible position, unless the transfer is for less than thirty (30) days.

PROCEDURES

- 1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.

2. Sick time accrued and banked prior to December 1, 2011 will be carried over from year to year, unless used, up to a maximum of 250 days, any sick time greater than 250 days will be forfeited.
3. An employee must notify their Supervisor or other designee directly when illness or injury prevents the employee from coming to work. Notice to the Supervisor or other designee should be given within a time frame established by the Department and should continue at the beginning of each work shift for which the employee is unable to report to work.
4. If a Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required, regardless of the number of days absent. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation day.
5. A doctor's note will be required of an employee who is out for three (3) or more days, at the discretion of the Department Head. The doctor's note must include a release to work and indicate if any medical restrictions are required.
6. Any employee determined by the Department Head or Supervisor to be abusing the provisions of the sick time policy shall be subject to disciplinary action, not to exclude termination.
7. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.
8. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to six (6) months prior to their separation.
9. Employees may not request payment for any sick time that has not yet been earned.
10. A special sick leave provision may be approved by the Chair of the County Board in conjunction with the Human Resources Department during the flu season, or a public health crisis or public health event to extend the sick benefit and grant an employee sick time if they have insufficient sick leave hours. Before leave may be advanced, all accrued and banked sick time, vacation time, personal days and compensatory time must first be depleted. Any advanced sick time will be repaid from future sick time accruals or be deducted from the final paycheck issued to the employee.

11. **For employees hired on or prior to November 1, 2005:**

a. The employee has the option to either:

1. Receive monetary compensation for accrued, unused, sick time, at a rate of 100% of their current payrate; or
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

12. **For employees hired after November 1, 2005 and prior to December 1, 2011:**

a. For an employee who has completed eight (8) years of service, employee will have the option to either:

1. Receive monetary compensation for accrued, unused sick time at 50% of their current payrate or,
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Request for Payment of Accrued Sick Leave forms are available on the internet under the Human Resources tab.

13. **Donated Sick Time**

a. **Eligibility.** To qualify, the employee requesting donated sick time must:

- i. Be a county employee covered by a Local 150 bargaining unit
- ii. Have a non-work related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from the health care provider; or
- iii. Have a spouse, domestic partner, or dependent who resides in the Local 150 bargaining unit member's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);
- iv. Have an insufficient amount of accrued and unused sick and vacation time to cover the estimated period of absence;

b. **Approval.** Upon approval of a Local 150 bargaining unit member's request for donated sick time, the Human Resources Department shall:

1. Notify Local 150 bargaining unit members of the requesting Local 150 bargaining unit member's need for donated sick time while respecting the Local 150 bargaining unit member's right of privacy; and

2. Approve payment of any such donated sick time to the requesting Local 150 bargaining unit member up to the amount of donated leave, or the hours necessary to provide the Local 150 bargaining unit member with their regular, straight-time pay for such pay period, whichever is less.
- c. **Donating Sick Time.** A Local 150 bargaining unit member may donate accrued and unused sick time to any Local 150 bargaining unit member who has been approved to receive donated sick time as long as the donating Local 150 bargaining unit member retains a sick leave balance of at least 40 hours after deduction of the hours offered for donation.
 1. Donations of sick time shall be in one-hour increments.
 2. A Local 150 bargaining unit member receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the Local 150 bargaining unit member donating such leave.
 3. Sick time shall be deducted from the donating Local 150 bargaining unit member in the order donated and shall be credited to the receiving Local 150 bargaining unit member's account on payday up to the amount necessary for the Local 150 bargaining unit member to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving Local 150 bargaining unit member or be converted to cash or compensatory time. Any sick time donated by a Local 150 bargaining unit member that is not used shall remain in the account of the donating Local 150 bargaining unit member.
 4. A Local 150 bargaining unit member using donated sick time shall be in active pay status and shall accrue sick time and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to or accrued by a Local 150 bargaining unit member while using donated sick time shall be used in the following pay period first before donated sick time is used.
 5. A Local 150 bargaining unit member approved to receive donated sick leave shall be eligible to receive such leave until the Local 150 bargaining unit member:
 - a. Returns to full duty; or
 - b. Exhausts all donated leave; or
 - c. Has been on donated sick leave for a total of six months.
 6. Local 150 bargaining unit members absent from work and receiving donated sick leave may not work, perform services, receive, or earn compensation for or from any other entity, including the Local 150 bargaining unit member's own business, from the beginning of such absence until the Local 150 bargaining unit member returns to work.

14. **Donated Sick Time**

- a. A Local 150 bargaining unit member requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the Local 150 bargaining unit member serious health condition, on a Health Certification Form, and an estimated date of the Local 150 bargaining unit member's return to full duty, must be attached to the request.
- b. Upon approval of a request for donated sick time, Human Resources shall complete a Notice to Donate Sick Time and forward copies to each County Department.
- c. A Local 150 bargaining unit member wishing to donate sick time to a fellow Local 150 bargaining unit member eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human Resources.
- d. Human Resources shall confirm the Local 150 bargaining unit member(s) wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Policy.
- e. Local 150 bargaining unit members who have given notice of separation of employment from the County are not eligible to donate sick time.

15. **Payout For Accrued Sick Time**

Effective August 13, 2024, employees that have accrued sick time with monetary value may request a payout for a portion, or all, of this accrued sick time benefit without submitting a notice of separation from the County, as follows:

- a. Employees hired up to and including November 1, 2005, are eligible for payment of accrued sick time earned prior to December 1, 2011, at a rate of 100% of their current payrate.
- b. Employees hired after November 1, 2005, are eligible for payment of accrued sick time earned prior to December 1, 2011, at a rate of 50% of their current payrate.
- c. A Request for Payment of Accrued Sick Leave – PRE-FY12 Sick Bank form must be completed and submitted to receive this payout.

- d. A request for payment of accrued sick leave may be made up to four (4) times per year and will be processed on the last pay period of each quarter of the calendar year (last pay period of March, June, September and December).

ARTICLE 13

LEAVES OF ABSENCE

SECTION 13.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 13.2: PERSONAL LEAVE

It is the policy of DuPage County to allow employees to take a Personal Leave of Absence without pay unless accrued vacation, sick, and compensatory time is available for extraordinary circumstances of personal need when it is determined to be in the best interest of both the County and the requesting employee.

ELIGIBILITY

All full-time and part-time employees under County Board Jurisdiction.

GUIDELINES

- A. A Personal Leave can be initiated at the employee's request and is not to exceed ninety (90) calendar days unless approved by the County Board Chair.
- B. If an employee is not working due to illness, sickness, or injury which is not protected by the Family Medical Leave Act, the County may place an employee on a Personal Leave not to exceed ninety (90) calendar days unless approved by the County Board Chair.
- C. An employee will be required to use any accrued vacation, sick, or personal days, and compensatory time during an approved Personal Leave. If an employee does not have this time available, they will go unpaid during the length of the Personal Leave.
- D. In most circumstances, an employee may be required to use any accrued vacation,- sick time, personal time, and compensatory time during any unpaid portion of Personal Leave granted, providing this does not interfere with Workers' Compensation benefits, eligibility for IMRF disability benefits, or Parental Time. If an employee does not have this time available, they will go unpaid during the length of the Personal Leave. Personal Leave will run concurrently with any other applicable benefits. For instance, Workers' Compensation benefits, IMRF disability, or Parental Time, will be simultaneously designated as Personal Leave as well, if qualifying.
- E. Accrual of vacation and sick time will cease during any Personal Leave. In addition, employees will not be eligible to receive jury duty/ court services pay or blood donation leave pay at any time during Personal Leave and will not be eligible to receive holiday pay or Bereavement/Funeral Time. Unpaid leave is defined as time off during which the employee is not receiving any compensation for previously accrued benefit time (sick, vacation, or compensatory time). Additionally, future benefits and benefit accruals will be adjusted based upon the period of time the employee is on Personal Leave (i.e., sick time, vacation time, retention, and service awards).
- F. During a Personal Leave, an employee may continue participation in the County's benefit programs by paying the current employee rate of those programs in which they are enrolled.
- G. The effective date of completion of an employee's probationary period, due date for performance appraisals and/ or eligibility for any salary adjustments while on a Personal Leave, will be adjusted to account for the break in service.
- H. Only extreme circumstances should be considered in granting a Personal Leave. All aspects of the employee's situation should be considered, including personal circumstances, length of employment, job performance, any prior disciplinary action, overall attendance, and probability of return.
- I. The Director of Human Resources, or designee, will make every effort to place the employee in their former position. Personal Leave does not guarantee the ability to return to a former position. If the position is not available, the employee may be restored to a position of like status and pay, if available. If this is not possible, the employee will be separated.
- J. Before returning to work, the employee who is out due to their own serious health condition must provide a written medical release from their physician with a specific return date noting any restrictions. If restrictions are

noted, the Department Head and Director of Human Resources will determine whether and how the restrictions may be accommodated. If such certification is not received, their return to work will be delayed.

PROCEDURES

1. An employee must submit a written application request for Personal Leave (available in the Human Resources Department) at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.
2. Requests for Personal Leave will be reviewed and approved or denied by the employee's Department Head and the Director of Human Resources, or designee, according to County policy. The employee's Department Head and the Director of Human Resources reserve the right to consider the operational needs of the department when reviewing the personal leave request.
3. A Personal Leave request of more than ninety (90) calendar days must be approved by the County Board Chair.
4. Personal Leave may be considered on an intermittent basis. The employee's Department Head and the Director of Human Resources reserve the right to consider the operational needs of the department when reviewing the personal leave request.
5. The County may require that the employee obtain appropriate medical certification or supporting documentation stating the need for the leave of absence and the dates of absence. The employee is responsible for providing updated medical information as requested by the County during the leave.
6. Special consideration may be granted for employees seeking to participate in federal, state, or local government-sponsored humanitarian initiatives. Documentation specific to the request of the leave will be required in order to determine the approval and duration.
7. Normally, during a Personal Leave, the workload of the employee on leave is absorbed by other employees. If this is not practical, the Department Head and Director of Human Resources, or designee, may jointly determine whether the employee must be temporarily replaced.
8. The Supervisor or Department Head should inform the employee that their return status from a Personal Leave is always subject to, and contingent upon, availability of their former position.
9. If an employee was on Personal Leave due to their own serious health condition, the employee must provide documentation from their treating health care provider indicating they are able to perform the essential functions of their position before returning to work. Documentation must include a list of restrictions that would impact their ability to perform their job.
10. Employees may be required to provide periodic updates of their status and intent to return to work while on Personal Leave.
11. If the employee does not return to active employment by the date agreed upon, the employee will be terminated.
12. Consistent with the County's policy regarding all types of leave, the following conduct is strictly prohibited in relation to Personal Leave:
 - a. Engaging in fraud, misrepresentation or providing false information to the County or any health care provider.
 - b. Having other employment during the leave, without prior written approval from the County.
 - c. Failure to comply with the employee's obligations under this policy.
 - d. Failure to timely return from the leave.
13. Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

SECTION 13.3: BEREAVEMENT/FUNERAL TIME

It is the policy of DuPage County to provide paid time off for employees to bereave the loss of an immediate family member.

GUIDELINES

- A. Employees will be paid for up to three (3) days of Bereavement/Funeral time.
- B. Bereavement/funeral time should be taken consecutively but may be split at the discretion of the Supervisor and with the approval of the Department Head.
- C. If the death should occur during regularly scheduled time-off or holiday, eligible employees may still receive the full bereavement/funeral time.
- D. Bereavement will be calculated at one-tenth (1/10) of the normally scheduled bi-weekly work hours.
- E. In the event of the death of a covered family member, refer to Appendix I: Family Bereavement Leave
- F. Members of the employee's immediate family include:

Mother	Spouse	Grandparent	Sister-in-law
Father	Mother-in-law	Grandparent-in-law	Brother-in-law
Brother	Father-in-law	Grandchild	Son-in-law
Sister	Child	Stepparent	Daughter-in-law
• <u><i>The above also applies to a person who is legally acting as a guardian in one of the above capacities.</i></u> • <i>Employee's immediate family member does not include a former spouse or a member of the former spouse's family.</i>			

- G. Written documentation may be required before payment is made declaring the relationship of the employee. Documents such as a dated obituary notice or notice from the funeral home may be required before bereavement pay can be processed.
- H. If an employee requests additional days off or additional time off with pay, accrued vacation, sick time, personal days, or compensatory time may be scheduled and is subject to the approval of the Department Head or Supervisor.
- I. In the event of a death outside the immediate family, accrued vacation, personal days, or compensatory time may be scheduled and is subject to the approval of the Department Head or Supervisor.
- J. Management discretion in handling bereavement/funeral time issues should reflect respect and sensitivity for the nature of the individual's circumstances, while ensuring consistency and fairness to other employees.

PROCEDURES

- 1) An employee shall notify their Department Head or Supervisor as soon as practical, immediately following the death of an immediate family member.
- 2) The Supervisor shall notify the employee of the duration of their time and be responsible for coding the time document accordingly.

SECTION 13.4: FAMILY AND MEDICAL LEAVE

Any employee covered by this agreement shall be considered eligible to participate in Family and Medical Leave according to the Employee Policy and Guidelines and attached hereto as Appendix C.

SECTION 13.5: JURY DUTY LEAVE

Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury (except if the employee is a party to a non-work related litigation) shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit documentation evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

SECTION 13.6: MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

SECTION 13.7: VICTIM'S ECONOMIC SECURITY & SAFETY LEAVE

It is the policy of DuPage County to comply with the provisions of the Victims' Economic Security and Safety Act of 2003 (VESSA). This policy is meant to comply with the VESSA Act and is not intended to grant leave in addition to what the Act requires.

ELIGIBILITY

- All employees who have been a victim of domestic or sexual violence, or whose family or household members have been a victim of abuse, or anyone related to the victim by blood or by present or prior marriage, and anyone who shares a relationship with the victim through a son or daughter (provided the employee is not the perpetrator) may take up to twelve (12) weeks of unpaid leave in any twelve (12) month period to seek medical attention, legal assistance and counseling.

GUIDELINES

- A. An eligible employee shall be entitled to a total of twelve (12) work weeks of unpaid leave in a designated twelve (12) month period for one or more of the following:
 - 1) To seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member.
 - 2) To obtain services from a victim services organization for the employee or employee's family or household member.
 - 3) To obtain psychological or other counseling for the employee or the employee's family or household member.
 - 4) To participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee's safety.
 - 5) To seek legal assistance or remedies to ensure the health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence.
- B. The entitlement to leave under VESSA is not in addition to the twelve (12) week leave period provided by the Family Medical Leave Act. (Personnel Policy 5.9: Family Medical Leave).
- C. DuPage County uses a rolling twelve (12) month calendar to calculate an employee's VESSA Leave. When an employee requests VESSA Leave, DuPage County will compute the amount of available time based upon the date of the employee's previous leave under either VESSA or FMLA, if applicable.
- D. Leave taken under this policy which also qualifies as FMLA leave shall run concurrently under both VESSA and FMLA and shall be counted against the twelve (12) week entitlement under both VESSA and FMLA.
- E. The County will provide basic life, medical and dental insurance coverage to an employee who is on VESSA Leave at the current employee rate. If an employee is off work after exhausting their twelve (12) weeks of VESSA Leave, the employee will may apply for a Personal Leave and will be subject to the provisions set forth under that policy.
- F. VESSA Leave may be taken on an intermittent basis (in separate blocks of time) or on a reduced work schedule (reducing the usual number of hours per week or per day).
- G. An employee with twelve (12) or more months of service who is absent on VESSA leave for twelve (12) work weeks or less will have the right to return to the same or equivalent position. If the absence is longer than twelve (12) work weeks, the employee may return to their former position if available. If it is not available, the employee may be separated.
- H. An employee who expects to be absent from work due to personal injury or illness for more than thirty (30) days may be eligible for IMRF disability benefits. (Personnel Policy 6.2: Illinois Municipal Retirement Fund)
- I. DuPage County will make a reasonable accommodation to an employee for a known limitation resulting from domestic or sexual violence unless it would cause an undue hardship to the County. The County will also consider a request for transfer reassignment or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence.
- J. Per Public Act 103-0314, this amendment to VESSA allows employees to take up to two additional weeks of unpaid, job-protected leave from work to attend a funeral, arrange a funeral, or grieve, if a family or household member is killed in a crime of violence.

PROCEDURES

1. When the leave is foreseeable, the employee is required to notify the Human Resources Department of the intention to take leave pursuant to this policy not less than forty-eight (48) hours before the date the leave is to begin. If the circumstances require the leave to begin in less than forty-eight (48) hours, the employee shall notify the Human Resources Department as soon as practical. Without approval from the Human Resources Department, the days absent will be subject to the department's Attendance Policy which may lead to disciplinary action, not to exclude termination.
2. Requests for VESSA Leave must be approved by the Director of Human Resources, or designee.
3. The County may require the employee to provide certification that the employee or the employee's family or household member is a victim of domestic or sexual violence. The employee shall provide such certification within a reasonable period after the certification is requested. Certification requirements may be satisfied by the following:
 - a. Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence.
 - b. A police or court record
 - c. Other corroborating evidence
4. Employees may be required to provide periodic updates of their status and intent to return to work while on VESSA Leave.
5. If circumstances of a leave change, enabling the employee to return to work earlier than the date specified, the employee may be required to notify the Human Resources Department at least two (2) working days prior to their return.
6. If a reduced work schedule or intermittent leave is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.

SECTION 13.8: PARENTAL TIME POLICY

All employees are eligible to apply for up to twelve (12) work weeks of Family Medical Leave and/or Personal Leave to care for and bond with a newborn or newly adopted child. It is the policy of DuPage County to provide eligible employees up to twelve (12) work weeks of paid Parental Time during an approved leave to care for and bond with a newborn or newly adopted child. The Parties agree that the two highest priorities for the members under this Agreement are their safety and the safety of the motoring public. Safe roads are the mandate of the Division of Transportation. This is of critical importance during emergency events and during snow season which at times requires every available employee during and after large snow events to maximize public safety. The Parental Time policy must ensure, and the Parties agree, that the maximum level of public safety is achieved.

ELIGIBILITY

- All full-time and part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the qualifying event and who have completed twelve (12) months of service are eligible to receive Parental Time.

GUIDELINES

- A. An eligible employee will be entitled up to a total of twelve (12) work weeks of Parental Time during a designated six (6) months and used within six (6) months following the event for one or more of the following:
 1. The birth and care of the newborn child of the employee.
 2. The placement of a child, younger than 18, with the employee for adoption. The adoption of a new spouse's child is excluded from this policy.
- B. The County uses a rolling twelve (12) month calendar to calculate an employee's eligibility for Parental Time, measured backward from the date of qualified event.
- C. All eligible employees must be covered on an approved leave of absence, either Family Medical Leave (Policy 5.9: Family Medical Leave) or Personal Leave (Policy 5.5 Personal Leave) to be eligible to receive Parental Time.
- D. Employees who qualify for Parental Time will be required to use Parental Time before other paid time.
- E. In most circumstances, an employee may be required to use any accrued vacation time, sick time, and compensatory time during any unpaid portion of a leave after Paternal Time has exhausted, providing this does not interfere with eligibility for IMRF disability.

- F. Eligible employees will receive a maximum of twelve (12) work weeks of Parental Time per birth or adoption of child/children. The Parental Time must be taken in blocks of time and used within six (6) months following the birth or adoption of the child/children. The fact that a multiple birth or adoption (e.g., the birth of twins or adoption of siblings) does not increase the twelve week total amount of paid Parental Time granted for that event. In addition, in no case will an employee receive more than twelve (12) weeks of Parental Time in a rolling 12-month period, regardless of whether more than one birth or adoption event occurs within that 12-month time frame.
- G. Each week of Parental Time is compensated at one hundred (100) percent of the employee's regular, straight-time bi-weekly pay. Parental Time will be paid on a biweekly basis on regularly scheduled pay dates.
- H. Reinstatement or other benefits and conditions of employment while receiving Parental Time will be based on the requirements and provisions under Policy 5.9: Family Medical Leave (FMLA) or Policy 5.5 Personal Leave. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if they had not taken leave.
- I. During the prime snow season, which is defined as the period from January 1st to February 15th, employees are not eligible to take time off under the Parental Time policy. Additionally, any dates that fall after the qualifying event but within this timeframe will not count toward the six months allowed following the qualifying event.
- J. If an emergency declaration is signed by the DuPage County Board Chair, approved Parental Time may be revoked by the Manager of Highway Operations or his designee.

PROCEDURES

- 1. An employee must contact the Human Resources Department to request Parental Time, at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.
- 2. The Director of Transportation and Director of Human Resources, or their designee will be notified of an employee's eligibility for Parental Time.
- 3. An employee will be required to provide their supervisor with a schedule or a one (1) to two (2) day notice of anticipated absences.
- 4. The Human Resources Department will notify the employee of the status of their request for Parental Time in writing.
- 5. Employees may be required to provide periodic updates of their status and intent to return to work while receiving Parental Time.
- 6. If circumstances of a leave change, and the employee would like to return to work earlier than the date specified, the employee should notify the Human Resources Department and the Manager of Highway Operations or his designee at least two (2) working days prior to returning. Any unused Parental Time will be forfeited.
- 7. If an employee fails to return from leave, the employee's supervisor should notify the Director of Transportation and Human Resources Department immediately.

ARTICLE 14

HEALTH INSURANCE

All employees covered by this Bargaining Agreement shall continue to be eligible to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees.

ARTICLE 15
EMPLOYEE TRAINING AND EDUCATION

SECTION 15.1: TRAVEL/BUSINESS REIMBURSEMENT

All employees covered by this Agreement shall receive Travel/Business Reimbursement equivalent to the provisions and guidelines attached as Appendix D. Should the Federal or State law(s) change with regard to the travel, business, or mileage reimbursement, which subsequently cause a change in the Employer's policy, such change will be provided to the Union within five (5) days of the new policy going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board and shall supersede any old policies that may already be incorporated or included herein.

Employees who attend offsite training may have the start and end of the workday adjusted. (Example: if an employee's workday normally is 6:00 AM to 2:30 PM and the training program hours are 9:00 AM to 5:00 PM the employee's hours of work for that day will change to the training program hours.)

Advance notice of all mandatory training requiring an adjustment to the hours of work shall be provided when practicable.

For onsite training and training requiring an overnight stay, employees who attend training may mutually agree with his/her supervisor to have the start and end of the workday adjusted.

Non-Mandatory training is considered a benefit to the employee and the employees who attend training may mutually agree with his/her supervisor that no overtime compensation will be provided for the purposes of attending such training opportunities unless on a county holiday.

SECTION 15.2: TUITION REIMBURSEMENT

All employees covered by the Bargaining Agreement shall receive Tuition Reimbursement equivalent to the provisions and guidelines Board Personnel Policies and attached hereto as Appendix E. Should the DuPage County Board adopt new or revised policies regarding Tuition Reimbursement, such changes shall be provided to the Union within five (5) days of the new or revised policies going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board. These new or revised policies shall supersede any old Tuition Reimbursement policies incorporated herein.

ARTICLE 16
SAFETY

SECTION 16.1: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working conditions, equipment, or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE 17
LABOR-MANAGEMENT MEETINGS

SECTION 17.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 17.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 18 UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The Employer shall provide an eight hundred (\$800) dollar uniform payment per year to all Maintenance Group employees. This amount will be applied to the first full payroll period in April.

The Employer shall provide a not to exceed two-hundred-dollar (\$200.00) boot payment per year to all employees. The reimbursement amount will be administered in the form of a direct payment to an approved vendor or a reimbursement to the employee after they present a receipt for the protective boots purchased. The choice between direct payment and reimbursement shall be the employee's choice. At the discretion of management, funding for additional boot replacements may be authorized if it is determined that the safety function of the boot are at issue.

The Employer shall provide all Vehicle Maintenance Group employees a five hundred (\$500) dollar uniform payment per year. This amount will be applied to the first full payroll period in April. In addition to the foregoing, all Vehicle Maintenance Group employees shall be provided a uniform service and laundry service.

After 1 month of employment, new employees shall receive a prorated uniform payment based on their start date. The schedule will be as follows:

Start Date:	Maintenance	Fleet
December – February	\$200	\$125
March – May	\$800	\$500
June – August	\$600	\$375
September – November	\$400	\$250

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear. Bibs shall be considered protective clothing and safety gear and shall be provided for by the County when deemed necessary.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses from an Employer approved vendor as follows:

(A) Reimbursement may be made once every two years;

(B) The Employer shall reimburse up to one hundred dollars (\$100.00) of the cost for one (1) pair of prescription safety glasses.

The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

SECTION 18.4: DRESS CODE

Employees are expected to maintain a professional appearance at all times. Beginning in April of 2025, Employees will be provided the opportunity to purchase clothing from the County's clothing order. At that point, clothing worn in the workplace must not feature any form of advertising or promotional material, including but not limited to slogans and advertisements for external municipalities, companies, or products.

ARTICLE 19

PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee must make a request to review his or her personnel record in writing and may review their personnel records a maximum of two (2) times per year.

SECTION 19.2: RIGHT OF INSPECTION

An employee will be granted the right to inspect his/her personnel record during working time no more than two times per year by written request. An employee may obtain a copy of his/her record upon request to the Director of Human Resources. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: DISCIPLINARY RECORDS

No disciplinary records will be removed from an employee's personnel file. However, the employer agrees that it will not rely on discipline for purposes of progressive discipline if the employee has not engaged in the same conduct for a period of eighteen (18) months, unless the conduct is of a nature to expose the County to liability to third parties like harassment or violence.

ARTICLE 20

NO STRIKE/NO LOCKOUT

SECTION 20.1: NO STRIKE

During the stated term of this Agreement, the Union shall not call a strike.

SECTION 20.2: NO LOCKOUT

During the stated term of this Agreement, the Employer shall not lock out any bargaining unit employee.

ARTICLE 21

NON-DISCRIMINATION

SECTION 21.1: PROHIBITING AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 21.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

SECTION 21.3: PREGNANT WORKERS FAIRNESS ACT

It is the policy of DuPage County to comply with the requirements of the Pregnant Workers Fairness Act (PWFA) relating to County programs, services, activities, or employment. This policy is intended to protect the rights of interested persons, to have appropriate due process standards and to ensure that DuPage County government complies with the PWFA.

ELIGIBILITY

- All employees and applicants under County Board Jurisdiction regardless of employment status.

GUIDELINES

The County will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions.

PROCEDURES

1. An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by contacting their supervisor or the Human Resources (HR) Department. The accommodation request should include an explanation of the limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. The supervisor must notify HR of any accommodation request.
2. The individual may be requested to submit reasonable supporting documentation substantiating the need for the accommodation.
3. Upon receipt of a request for accommodation, HR will contact the employee to discuss the request and determine if an accommodation is reasonable and can be provided without undue hardship.
4. An employee may request leave as a reasonable accommodation under this policy; however, the County will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.
5. In most circumstances if leave time is needed, an employee may be required to use any accrued vacation, personal days, and sick time during any leave time taking. FMLA may run concurrently with PWFA leave time if applicable.
6. The County will provide basic life, medical and dental insurance coverage to an employee who is on PWFA leave at the current employee rate. If an employee fails to pay their share of the premium, coverage may be canceled.

COMPLAINTS

1. The County prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.
2. The Director of Human Resources, or designee, will serve as the representative of the County. Any employee or applicant who believes that they have been subject to discrimination shall inform the Director of Human Resources, or designee, in writing.
 - a) This written statement must be specific regarding:
Complainant's name and position or, if complainant is an applicant, please include name and address
 - b) Nature of discrimination
 - c) Date(s) incident occurred
 - d) Individuals involved
 - e) Individuals involved who have information regarding the charge
3. All reports will be investigated. Results of the investigation shall remain confidential to the extent practical.
4. If the Director of Human Resources, or designee, finds that the claim has merit, appropriate action will be taken. This may include disciplinary action, not to exclude termination.

SECTION 21.4: PROVIDING URGENT MATERNAL PROTECTIONS (PUMP) FOR NURSING MOTHERS ACT

It is the policy of DuPage County to comply with the requirements of the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP), relating to County programs, services, and facilities.

ELIGIBILITY

- All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES

Employees will be provided with a private place, that is shielded from view and free from intrusion from co-workers and the public, to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. Employees working in the field may either return to campus or a designated off-site location agreed upon between the employee and the employer.

PROCEDURES

- A. For up to one year after the child's birth, any employee who is breastfeeding will be provided reasonable break

times to express breast milk. The County has designated rooms for this purpose.

B. Breaks of more than 20 minutes in length will be unpaid and recorded on timesheets where appropriate.

No employee shall be discriminated against for breastfeeding or expressing milk during the work period, and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

ARTICLE 22

WAGES

SECTION 22.1: WAGE RATES

Wages shall be paid in accordance with Appendix A, attached hereto.

SECTION 22.2: EMPLOYEE RETENTION

All employees covered by this bargaining agreement shall receive retention payouts as provided for in Appendix H

ARTICLE 23

DRUG AND ALCOHOL POLICY

SECTION 23.1: POLICY

All bargaining unit employees shall follow the County policy on Drug-Free Workplace. Employees who are classified within a safety position, as defined by the Omnibus Transportation Employee Testing Act, shall also follow the County policy on Drug and Alcohol Testing, attached hereto as Appendix F.

SECTION 23.2: FITNESS FOR DUTY

All bargaining unit employees shall follow the County policy on Fitness for Duty attached as Appendix G.

ARTICLE 24

FILLING OF VACANCIES

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: FILLING OF VACANCIES

The Employer shall determine if there is a vacancy to be filled and at any time before the vacancy is filled, whether or not the vacancy should be filled. When vacancies occur in the bargaining unit, the Employer will give first consideration to the employees in the bargaining unit, unless the non-bargaining unit applicant demonstrates greater skill and ability to fulfill the needs determined by the Employer.

ARTICLE 25

SAVINGS CLAUSE

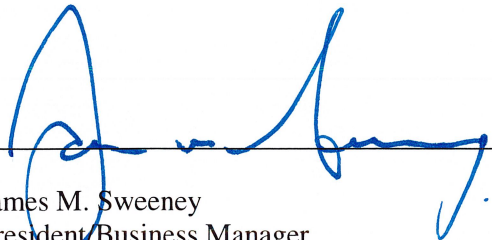
If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE 26
TERMINATION

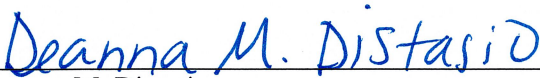
This Agreement shall be effective as of the first day of December 1, 2024 and shall remain in full force and effect until November 30, 2029, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of JANUARY, 2025, at Wheaton, Illinois.

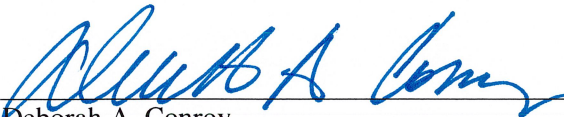
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,



James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150



Deanna M. Distasio
Attorney
International Union of Operating Engineers, Local 150



Deborah A. Conroy
Chair
DuPage County Board

APPENDIX A WAGES

SECTION A: MINIMUM SALARIES

Upon ratification, the minimum salary for each position within the bargaining unit is outlined in Section E: Wage Schedule. Each employee will be placed at the appropriate step based on their years of service within their job classification as of December 1st, 2024. If any bargaining unit employees are found to be earning below the minimum salaries listed in Section E, their salaries will be adjusted to meet the minimum requirements. The minimum salary adjustment for any employee upon ratification will not be less than 3.5%. This adjustment will be retroactive to December 7th, 2024.

Years in Position on December 1 st 2024	Step
0 - .99 years	1
1 - 1.99 years	2
2 - 2.99 years	3
3 - 3.99 years	4
4 - 4.99 years	5
5 - 5.99 years	6
6 - 6.99 years	7
* Greater than 7 years	7+

SECTION B: STEP INCREMENTS

Bargaining unit employees will progress through the step increments based on their years of service within their job classification as of December 1st of each calendar year. Each step increment represents a pay increase of 1.75% for Steps 1 through 7. Employees with over 7 years of service in their respective positions will not receive a step increase. Step increments will occur annually on the first full pay period in December beginning December 2025.

SECTION C: COST OF LIVING ADJUSTMENT

Bargaining unit members with less than 7 years of service within their job classification as of December 1st of each calendar year shall receive a 2% cost-of-living increase to their existing wage rates. Bargaining unit members with over 7 years of service within their job classification as of December 1st of each calendar year will receive a 2.75% increase to their existing wage rates. This cost-of-living adjustment will occur annually on the first full pay period in December beginning December 2025.

SECTION D: PROMOTIONS WITHIN BARGAINING UNIT

Employees who are promoted within the bargaining unit will be positioned at Step 1 of the new classification, as outlined in Section E: Wage Schedule. If Step 1 of the new classification results in a salary increase of less than 5%, the employee will instead be placed at the next highest step in the new classification to ensure a minimum raise of 5%.

SECTION E: WAGE SCHEDULE

Laborer						
Step	COLA					
	Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028	
	1	\$50,000.00	\$51,000.00	\$52,020.00	\$53,060.40	\$54,121.61
	2	\$50,875.00	\$51,892.50	\$52,930.35	\$53,988.96	\$55,068.74
	3	\$51,765.31	\$52,800.62	\$53,856.63	\$54,933.76	\$56,032.44
	4	\$52,671.21	\$53,724.63	\$54,799.12	\$55,895.10	\$57,013.01
	5	\$53,592.95	\$54,664.81	\$55,758.11	\$56,873.27	\$58,010.73
	6	\$54,530.83	\$55,621.44	\$56,733.87	\$57,868.55	\$59,025.92
	7	\$55,485.12	\$56,594.82	\$57,726.72	\$58,881.25	\$60,058.88
	Employees with greater than 7 years in position					
	7+	\$55,485.12	2.75%	2.75%	2.75%	2.75%

Equipment Operator I						
COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$64,770.00	\$66,065.40	\$67,386.71	\$68,734.44	\$70,109.13
	2	\$65,903.48	\$67,221.54	\$68,565.98	\$69,937.29	\$71,336.04
	3	\$67,056.79	\$68,397.92	\$69,765.88	\$71,161.20	\$72,584.42
	4	\$68,230.28	\$69,594.89	\$70,986.78	\$72,406.52	\$73,854.65
	5	\$69,424.31	\$70,812.80	\$72,229.05	\$73,673.63	\$75,147.11
	6	\$70,639.23	\$72,052.02	\$73,493.06	\$74,962.92	\$76,462.18
	7	\$71,875.42	\$73,312.93	\$74,779.19	\$76,274.77	\$77,800.27
	Employees with greater than 7 years in position					
	7+	\$71,875.42	2.75%	2.75%	2.75%	2.75%

Equipment Operator II						
COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$74,970.00	\$76,469.40	\$77,998.79	\$79,558.76	\$81,149.94
	2	\$76,281.98	\$77,807.61	\$79,363.77	\$80,951.04	\$82,570.06
	3	\$77,616.91	\$79,169.25	\$80,752.63	\$82,367.69	\$84,015.04
	4	\$78,975.21	\$80,554.71	\$82,165.80	\$83,809.12	\$85,485.30
	5	\$80,357.27	\$81,964.42	\$83,603.71	\$85,275.78	\$86,981.30
	6	\$81,763.52	\$83,398.79	\$85,066.77	\$86,768.11	\$88,503.47
	7	\$83,194.39	\$84,858.27	\$86,555.44	\$88,286.55	\$90,052.28
	Employees with greater than 7 years in position					
	7+	\$83,194.39	2.75%	2.75%	2.75%	2.75%

Heavy Equipment Crew Leader						
COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$85,000.00	\$86,700.00	\$88,434.00	\$90,202.68	\$92,006.73
	2	\$86,487.50	\$88,217.25	\$89,981.60	\$91,781.23	\$93,616.85
	3	\$88,001.03	\$89,761.05	\$91,556.27	\$93,387.40	\$95,255.15
	4	\$89,541.05	\$91,331.87	\$93,158.51	\$95,021.68	\$96,922.11
	5	\$91,108.02	\$92,930.18	\$94,788.78	\$96,684.56	\$98,618.25
	6	\$92,702.41	\$94,556.46	\$96,447.59	\$98,376.54	\$100,344.07
	7	\$94,324.70	\$96,211.19	\$98,135.42	\$100,098.13	\$102,100.09
	Employees with greater than 7 years in position					
	7+	\$94,324.70	2.75%	2.75%	2.75%	2.75%

Automotive Mechanic						
COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$66,300.00	\$67,626.00	\$68,978.52	\$70,358.09	\$71,765.25
	2	\$67,460.25	\$68,809.46	\$70,185.64	\$71,589.36	\$73,021.14
	3	\$68,640.80	\$70,013.62	\$71,413.89	\$72,842.17	\$74,299.01
	4	\$69,842.02	\$71,238.86	\$72,663.64	\$74,116.91	\$75,599.25
	5	\$71,064.25	\$72,485.54	\$73,935.25	\$75,413.95	\$76,922.23
	6	\$72,307.88	\$73,754.04	\$75,229.12	\$76,733.70	\$78,268.37
	7	\$73,573.27	\$75,044.73	\$76,545.63	\$78,076.54	\$79,638.07
	Employees with greater than 7 years in position					
	7+	\$73,573.27	2.75%	2.75%	2.75%	2.75%

Heavy Equipment Mechanic						
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COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$76,500.00	\$78,030.00	\$79,590.60	\$81,182.41	\$82,806.06
	2	\$77,838.75	\$79,395.53	\$80,983.44	\$82,603.10	\$84,255.17
	3	\$79,200.93	\$80,784.95	\$82,400.65	\$84,048.66	\$85,729.63
	4	\$80,586.94	\$82,198.68	\$83,842.66	\$85,519.51	\$87,229.90
	5	\$81,997.22	\$83,637.16	\$85,309.90	\$87,016.10	\$88,756.42
	6	\$83,432.17	\$85,100.81	\$86,802.83	\$88,538.88	\$90,309.66
	7	\$84,892.23	\$86,590.07	\$88,321.88	\$90,088.31	\$91,890.08
	Employees with greater than 7 years in position					
	7+	\$84,892.23	2.75%	2.75%	2.75%	2.75%

Vehicle Maintenance Crew Leader						
COLA						
Step		Upon Ratification	First pay period after 12/1/2025	First pay period after 12/1/2026	First pay period after 12/1/2027	First pay period after 12/1/2028
	1	\$85,000.00	\$86,700.00	\$88,434.00	\$90,202.68	\$92,006.73
	2	\$86,487.50	\$88,217.25	\$89,981.60	\$91,781.23	\$93,616.85
	3	\$88,001.03	\$89,761.05	\$91,556.27	\$93,387.40	\$95,255.15
	4	\$89,541.05	\$91,331.87	\$93,158.51	\$95,021.68	\$96,922.11
	5	\$91,108.02	\$92,930.18	\$94,788.78	\$96,684.56	\$98,618.25
	6	\$92,702.41	\$94,556.46	\$96,447.59	\$98,376.54	\$100,344.07
	7	\$94,324.70	\$96,211.19	\$98,135.42	\$100,098.13	\$102,100.09
	Employees with greater than 7 years in position					
	7+	\$94,324.70	2.75%	2.75%	2.75%	2.75%

APPENDIX B
CLASSIFICATIONS FOR LAYOFF PURPOSES

Maintenance Group
1. Heavy Equipment Crew Leader
2. Equipment Operator II
3. Equipment Operator I
4. Laborer

Vehicle Maintenance Group
1. Vehicle Maintenance Crew Leader
2. Heavy Equipment Mechanic
3. Auto Mechanic

APPENDIX C
FAMILY MEDICAL LEAVE (FMLA)

It is the policy of the DuPage County to comply with all Federal and State laws in granting Family Leave. This policy is meant to comply with the Family Medical Leave Act and is not intended to grant leave in addition to what the Act requires.

Eligibility

All full-time and part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the leave and who have completed twelve (12) months of service are eligible to take Family Medical Leave (FMLA).

Guidelines

- A. An eligible employee will be entitled to a total of twelve (12) work weeks of unpaid leave during a designated twelve (12) month period for one or more of the following:
 - 1) The birth and care of the newborn child of the employee. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).
 - 2) The placement of a child with the employee for adoption or foster care. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).
 - 3) To care for an immediate family member (spouse, child, or parent), of the employee with a serious health condition.
 - 4) When the employee is unable to work because of a serious health condition.
 - 5) Qualified Exigency Leave related to a spouse, child, or parent called to Active duty in the National Guard or Reserves.
- B. An eligible employee will be entitled to a total of twenty-six (26) work weeks of unpaid leave during a designated twelve (12) month period to care for an injured or ill military service member who is the employee's spouse, son or daughter, parent or "next of kin." The leave is applied on a per-service member, per-injury basis.
- C. DuPage County uses a rolling twelve (12) month calendar to calculate an employee's FMLA, measured backward from the date leave is taken. Each time an employee requests FMLA, DuPage County will compute the amount of available time based upon the date of the employee's previous leave, if applicable.
- D. In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time, and compensatory time during any unpaid portion of FMLA granted, providing this does not interfere with Workers' Compensation benefits or eligibility for IMRF disability benefits, or Parental Time. FMLA will run concurrently with any other applicable benefits. For instance, IMRF disability, Workers' Compensation Benefits, or Parental Time, will be simultaneously designated as FMLA as well, if the leave is also FMLA qualifying.
- E. The County will provide basic life, medical and dental insurance coverage to an employee who is on FMLA at the current employee rate. If an employee is off work after exhausting their twelve (12) weeks of FMLA, the employee will be responsible for the employee rate. If an employee fails to pay their share of the premium, coverage may be canceled.
- F. Under certain circumstances, an employee may take FMLA intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule.
- G. When leave is needed for planned medical treatment the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department.
- H. An expectant mother is entitled to FMLA for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA begin before the actual date of birth of a child. An expectant mother may take FMLA before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days.
- I. An employee is entitled to FMLA if needed to care for their pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.
- J. Spouses employed by the County are entitled to FMLA if needed to care for a child, adopted child or foster child with a serious health condition if the requirements of the applicable FMLA regulations are met and provided they have not exhausted their entitlements during the applicable twelve (12) month FMLA period.

- K. An employee who expects to be absent from work due to personal illness or injury for more than thirty (30) days may be eligible for IMRF disability benefits. (DuPage County Policy 6.2: Illinois Municipal Retirement Fund/IMRF)
- L. An employee with twelve (12) or more months of service who is eligible for FMLA and is absent on FMLA for twelve (12) work weeks or less will have the right to return to the same, or equivalent, position. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if they had not taken leave. If the employee does not return to work on the first business day after the approved FMLA ends, the employee will forfeit their right to be reinstated under the FMLA.
- M. Certain "key" employees may not be returned to their former or equivalent positions following a leave if reinstatement to employment will cause substantial economic injury to the County. The County will notify those who qualify as "key" employees and those who will be denied reinstatement, and it will also notify these employees of their rights.
- N. Before returning to work, the employee must provide a written medical release from their physician before returning to work with a specific return date noting any restrictions. If restrictions are noted, the Department Head and Director of Human Resources will determine whether and how the restrictions may be accommodated. If such certification is not received, their return to work will be delayed.
- O. Accrual of vacation and sick time will cease during any FMLA of absence over thirty (30) calendar days. In addition, employees will not be eligible to receive jury duty/court services pay or blood donation leave pay at any time during FMLA, and will not be eligible to receive holiday pay or Bereavement/Funeral pay following thirty (30) calendar days of an FMLA. Unpaid leave is defined as time off during which the employee is not receiving any compensation for previously accrued benefit sick time (sick, vacation, personal days, or compensatory time).

Procedures

- 1. An employee must submit a written application request for FMLA, which is available in the Human Resources Department or on the Intranet, at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.
- 2. Requests for FMLA must be approved by the Director of Human Resources, or designee.
- 3. The County will require that the employee obtain a Certification of Healthcare Provider form and have it completed by a certified health care provider. The employee is responsible for providing updated medical recertifications as requested by the County during the Leave.
- 4. The Human Resources Department may contact the healthcare provider directly to authenticate a certification or obtain clarification.
- 5. An employee will be required to provide their supervisor with a treatment schedule or a one (1) to two (2) day notice of anticipated absences.
- 6. If an employee fails to provide a one (1) to two (2) day notice or a call on the same day of an absence, it may not be counted as FMLA time. Instead, it will be treated as a regular absence and will be subject to the department's attendance policy unless it was an emergency or unforeseen circumstance; then the employee must have a doctor/facility note to verify the emergency or unforeseen circumstance.
- 7. The County, at its expense, may require an examination by a second health care provider designated by the County. If the second medical opinion differs from the employee's original certification form, the County, at its expense, may require that a third, mutually agreeable health care provider provide a final and binding opinion.
- 8. The Human Resources Department will notify the employee of the status of their request for FMLA by sending the employee a Notice of Eligibility and Rights & Responsibilities form and Designation Notice form.
- 9. Employees may be required to provide periodic updates of their status and intent to return to work while on FMLA.
- 10. If an employee was on FMLA due to their own serious health condition, the employee must provide medical documentation from their treating health care provider indicating they are able to perform the essential functions of their position before returning to work. The medical documentation must include a list of restrictions that would impact their ability to perform the essential job functions of the position.
- 11. If circumstances of a leave change, enabling the employee to return to work earlier than the date specified, the employee should notify their supervisor at least two (2) working days prior to returning.
- 12. If a reduced work schedule or intermittent leave for planned medical treatment is approved, the employee may be

temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.

13. If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage.
14. If an employee fails to return from leave, the employee's supervisor should notify the Human Resources Department immediately.
15. Consistent with the County's policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA:
 - a. Engaging in fraud, misrepresentation or providing false information to the County or any health care provider.
 - b. Having other employment during the leave, without prior written approval from the County.
 - c. Failure to comply with the employee's obligations under this policy.
 - d. Failure to timely return from the leave.

Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

Exceptions

An employee who is not eligible for FMLA may request a Personal Leave (Personnel Policy 5.5: Personal Leave).

APPENDIX D

TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS

This policy applies to the payment of business travel expenses by the County of DuPage (hereinafter “County”) for members of the County Board, the County Board Chair, all Countywide Elected Officials, and all County employees, and is adopted in compliance with the Local Government Travel Expense Control Act 50 ILCS 150/1 et seq. Certain provisions herein may be superseded by collective bargaining agreements or policies applicable to employees under the jurisdiction of the judicial branch of government.

This policy is to be interpreted to conform with all applicable laws and regulations governing the reimbursement of business travel expenses. IRS Publications in effect at the time of travel shall guide the definition of words used herein as well as the application and interpretation of this policy. Currently, the reference is IRS Publication 463.

<https://www.irs.gov/publications/p463>

Either the County Board or appropriate Parent Committee may authorize business travel expenses that do not conform with this policy, on a case-by-case basis, however in such cases a portion of the payment may need to be reported as taxable wages if required by applicable federal law.

1. General provisions

- 1.1. Business travel refers to travel away from the normal place of daily employment for purposes that are of direct interest or benefit to the purposes and functions of County government. Examples include attendance at conferences or meetings related to the activities of the County or County agency, professional education and development, training related to current or future job duties, attendance at or appearance before other governmental entities to represent County interests, site visits to assist decision making regarding contemplated County transactions and other purposes deemed essential to the function of County government by the Elected Official or Department Head.
- 1.2. All Elected Officials and employees are encouraged to use available forms of technology to minimize the need for in person travel. For example, video conferencing or web-based training should be considered as appropriate.
- 1.3. All Elected Officials and employees are expected to make travel arrangements in an economical manner keeping in mind that travel expenses are paid from public funds.
- 1.4. Payment of travel expenses requires the submission of fully completed Business Travel Expense Reports. These forms will be created in accordance with this policy and will be available on the Inside DuPage intranet.
- 1.5. Section 15 of the Local Government Travel Expense Control Act places additional requirements on the payment of travel expenses for County Board members and the County Board Chair. For these individuals, payment will not be made unless those requirements have been satisfied. See 50 ILCS 150/15
- 1.6. Section 20 of the Local Government Travel Control Expense Act prohibits the payment or reimbursement of entertainment expenses. 50 ILCS 150/20
- 1.7. For purposes of this policy the term “Parent Committee” means the County Board Committee deemed most relevant in relation to the reason for travel and “Parent Committee Chair” means the Chair of that committee.

2. Authorization to Incur Travel Expense

- 2.1. This policy distinguishes between overnight travel and non-overnight travel. In general, overnight travel is travel that requires an overnight stay away from home, for example in a hotel. Refer to current IRS Publications for a detailed explanation of differences between overnight travel and non-overnight travel.
- 2.2. Non-overnight travel expenses do not require advance approval of either the Parent Committee or the Parent Committee Chair, regardless of amount, unless 50 ILCS 150/15 is applicable.
- 2.3. Except in cases of bona fide emergencies, all overnight travel requires advance approval as follows:
 - 2.3.1. All overnight travel for County Board members and the County Board Chair must be pre-approved by the County Board consistent with 50 ILCS 150/15.
 - 2.3.2. All overnight travel up to and including \$2,500 per person for employees under County Board jurisdiction requires advance approval by the Parent Committee Chair.
 - 2.3.3. All overnight travel expenses greater than \$2,500 per person require advance approval by an affirmative vote of the Parent Committee.
 - 2.3.4. Overnight travel that has no financial cost to the County only needs the approval of the Department Head.
- 2.4. In the event the need for travel subject to section 2.4.3 arises when it is not possible to obtain advance Parent Committee approval, then the Parent Committee Chair may give advance approval; however, the Department

Head or representative shall appear at the subsequent Parent Committee meeting to explain the circumstances that prevented the matter from being presented to the Parent Committee in sufficient time.

- 2.5. Unless actual travel expenses materially exceed the amounts approved in advance, payment or reimbursement will be made consistent with the policies of the Finance Department and the Auditor's Office. If actual travel expenses materially exceed the amounts approved in advance the claim may be referred to the relevant Parent Committee Chair for subsequent approval, or to the County Board if 50 ILCS 150/15 is applicable.
- 2.6. In the event of a bona fide emergency where no advance approval can be obtained, travel expenses may be paid if the relevant Parent Committee Chair subsequently authorizes the actual amount (if the actual amount is not greater than \$2,500 per person) or if the relevant Parent Committee subsequently authorizes the actual amount (if the actual amount is greater than \$2,500 per person). The itemized travel expenses and an explanation of the emergency shall be included as an Informational Item on the next subsequent meeting of the County Board.
- 2.7. In the event of a bona fide emergency requiring travel by a member of the County Board or the County Board Chair, subsequent approval by the County Board can be made consistent with 50 ILCS 150/15.

3. Business Travel Expense Reimbursement Forms and Procedures

- 3.1. Reimbursement will not occur without submission of standard expense reimbursement forms. The use of these forms will allow the County to properly document and account for travel expenditures. Initially, four Business Travel Expense forms will be prepared and made available on the Inside DuPage intranet page. These forms may be changed from time to time.
 - 3.1.1. Employee Overnight Business Travel Request Form (to obtain advance approval)
 - 3.1.2. County Board / Chair Overnight Business Travel Request Form (to obtain advance approval)
 - 3.1.3. Overnight Business Travel, Mileage and Expense Report
 - 3.1.4. Non-Overnight Business Travel, Mileage and Expense Report
- 3.2. All reimbursement requests must be fully completed with all required documentation. The Business Travel Expense Reports forms will include a description of documentation and other conditions required for reimbursement or for direct payment to a vendor.
- 3.3. An approved Overnight Business Travel Request Form must be attached to the Overnight Travel, Mileage and Expense Report when submitted for reimbursement or for direct payment to a vendor.
- 3.4. All requests for employee reimbursement must be provided to the Finance Department or entered in the accounts payable system (currently MHC) *AND* approved within the accounts payable system by the Office or Department not more than sixty (60) days after the first day of travel.

4. Transportation Reimbursement

- 4.1. Airfare or other common carrier travel to the destination will be reimbursed at actual cost of coach travel or equivalent. Airport ground transfers or shuttles will be reimbursed at actual cost shown on receipts.
- 4.2. Taxis, ride-sharing services (Lyft, Uber, etc. . .) and public transportation (light rail, subway or buses) will be reimbursed at actual cost shown on the receipts.
- 4.3. Mileage and tolls for personal vehicle use will be reimbursed consistent with IRS standard mileage rates in effect at the time of travel.
- 4.4. Gasoline purchased for a County owned vehicle while traveling away from the County facilities will be reimbursed at actual cost incurred. All rules otherwise applicable to the use of County vehicles must be followed, for example, no consumption of alcohol or tobacco use.
- 4.5. County Board members are not eligible for mileage reimbursement for travel within the County and any Elected Official or employee eligible for a car allowance is not eligible for mileage reimbursement.
- 4.6. Vehicle rentals must be included in the Overnight Travel Request and must have advance approval. Vehicle rental contracts must conform with all policies established by the Finance Department or Risk Management regarding insurance coverage. Currently, additional insurance is required for rental vehicles used outside of the State of Illinois.

5. Lodging Reimbursement

- 5.1. Lodging reimbursement shall be at an actual cost consistent with facilities available and in proximity to the location of a conference, seminar, or business meeting. Where multiple occupancy involving a spouse and/or other family members has occurred, the County official or employee may only claim the actual and necessary cost of his or her single occupancy at a single rate. If no single rate exists, the lowest double rate shall be

reimbursed.

- 5.2. Lodging provided by a friend, relative, or non-invoicing organization is not reimbursable and Airbnb-type accommodations are not reimbursable.
- 5.3. The number of nights for which an employee may obtain reimbursement will be limited to the number necessary to conduct County business. Arrival one night before a conference or meeting is reimbursable. Employees are encouraged to return home on the final day of the conference whenever possible. For conferences that end before 5:00 p.m. the Travel Expense Request Form should include an explanation to support a request for not returning home on the final day of the conference.
- 5.4. Overnight lodging within a 75-mile radius of the County complex is not reimbursable without advance approval by the Parent Committee.
- 5.5. Personal items such as movie rentals, room service, clothing cleaning, etc. are not reimbursable.

6. Meal reimbursement

- 6.1. Meal expenses will be reimbursed on a per diem basis, consistent with General Services Administration (GSA) CONUS allowances in effect at the time of travel. Individual meals are not reimbursable and receipts for meals are not required. Tips for meals are included in the per diem and not separately reimbursed. <https://www.gsa.gov>
- 6.2. Consistent with GSA guidance, per diems are reimbursed at 75% for travel days.
- 6.3. If a conference or event registration includes meals, the per diem will be reduced accordingly. Consistent with recent GSA/GAO guidance “free” hotel meals and snacks provided at a conference will not reduce the amount of the per diem.

7. Conference registration fees, materials, and miscellaneous expenses

- 7.1. Local Government Travel Control Expense Act, 50 ILCS 150/1 et seq., does not apply to conference registration fees. If an employee has advanced conference registration fees from personal funds, reimbursement may be made prior to conference attendance or subsequent to the conference with the approval of the Chair of the relevant Parent Committee. Conference fees shall be itemized and documented on the applicable Expense Report. In the event reimbursement is made prior to conference attendance, all funds paid to the employee shall be reimbursed to the County within seven days if the employee fails to attend the conference for any reason.
- 7.2. Registration fee reimbursement shall be paid from the “Instruction & Schooling” Account Code (53610) and not from the “Travel Expenses” Account Code (53510).
- 7.3. Materials related to a conference, meeting, or event that are purchased separate from the conference registration are to be paid from the appropriate commodity Account Code and not out of the “Travel Expenses” Account Code (53510).
- 7.4. Tips for meals are included in the per diem and not separately reimbursed. Other tips are reimbursable up to 20% of the original cost, if documented or up to \$5 per day if not documented.

APPENDIX E

TUITION REIMBURSEMENT

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

ELIGIBILITY

All full-time employees who have completed one (1) year of continuous employment with DuPage County.

GUIDELINES

- A. Funds for tuition reimbursement may be allocated at the discretion of the County Board at the beginning of the fiscal year. Funds are available on a first come first served basis.
- B. Approval for the course must be obtained in advance from the Department Head. Upon approval, tuition will be reimbursed if the course is directly related to the employee's present position, job family or part of a job-related degree or program. The Department Head and the Human Resources Director, or designee, will determine whether a course is directly related to an employee's current job duties or a foreseeable future position.
- C. The course must be taken for college credit at an accredited educational institution. The amount reimbursable is a maximum of \$2,500 per calendar year as determined by the last day of scheduled classes.
- D. Reimbursement for any non-credited courses must receive prior approval from the Department Head and the Director of Human Resources.
- E. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall County-wide distribution.
- F. Tuition will be reimbursed at 100%, up to the \$2,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.

PROCEDURES

1. Pre-approval for course eligibility must be obtained from the Department Head and the Human Resources Director or designee. Pre-Approval Forms for tuition reimbursement are available on the County Human Resources webpage.
2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Human Resources Department prior to the start of the course.
3. Receipts for reimbursement must be turned into the Human Resources Department no more than (90) days after completion of the course.
4. Reimbursement will be paid to the employee upon submission of the required documentation on the next available pay date, in accordance with payroll deadlines.

EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses
- Certifications and/or licenses required to meet the minimum requirements of a position.

The Tuition Reimbursement form is available on the internet under the Human Resources tab.

APPENDIX F
DRUG AND ALCOHOL POLICY

PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a County commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - i. Marijuana (THC metabolite)
 - ii. Cocaine
 - iii. Opiates (morphine and codeine)
 - iv. Phencyclidine (PCP)
 - v. Amphetamines
2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. It is the employee's responsibility to inform the County's Human Resources department if they are currently prescribed medication that may affect their ability to safely and effectively perform the duties of their job.
3. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick time may take such period of absence as paid sick time.

CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - i. The accident involved the loss of life; or
 - ii. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 1. Injury requiring medical treatment away from the scene; or
 2. One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - i. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
 - ii. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
 - iii. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
 - iv. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- i. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- ii. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- i. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- ii. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- i. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in the calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- ii. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- i. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- ii. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination.
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination. If a union representative is not readily available within 30 minutes of a supervisor's determination pursuant to C(1) of this section, then another employee of the bargaining unit may be used as a witness.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance

of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, an employee shall go directly to the collection site.
- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

- a. Negative Test Results
If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.
- b. Positive Test Results
 - i. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

- ii. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - 1. If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - 2. If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- iii. The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
 - i. If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - ii. Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test
If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - i. The employee shall be placed out of service until this determination is made.
 - ii. If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - i. Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - ii. Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

- iii. An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - iv. Once testing is complete, the BAT shall show the results to the employee.
 - d. Screening Test
 - i. If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - ii. If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.
- 2. **Confirmation Test**
 - a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
 - b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
 - c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.
- 3. **Inability to Provide an Adequate Amount of Breath**
 - a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 - f. The Employer shall pay any medical fees assessed for the examination.

CONSEQUENCES OF POSITIVE TEST RESULTS

a. **Confirmed Breath Alcohol Test Result Between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

b. **Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct**

- a. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
- b. The employee cannot resume the performance of safety sensitive functions until s/he:
 - i. Is evaluated by a Substance Abuse Professional (SAP); and
 - ii. Complies with and completes any treatment program recommended by the SAP; and
 - iii. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

c. **Confirmed Positive Urine Drug Test**

- a. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
- b. The employee cannot resume the performance of safety sensitive functions until s/he:
 - i. Is evaluated by a Substance Abuse Professional (SAP); and
 - ii. Complies with and completes any treatment program recommended by the SAP; and
 - iii. Completes the return to duty testing requirements set forth above with a negative result.

d. **Discipline**

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

e. **Refusal to Test**

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having

tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

- a. To the employee, upon written request.
- b. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
- c. To a subsequent employer pursuant to written consent of the former employee.
- d. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

- a. Before Testing
 - i. Any bargaining unit employee who voluntarily refers himself or herself to the Commission's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
 - ii. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug and alcohol use.
 - iii. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.
- b. At the Time of Testing - If a bargaining unit employee voluntarily refers himself or herself to EAP upon being ordered to submit to drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

- a. All EAP referral shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

- a. Accrued Leaves of Absence - An employee may use any accrued leave (e.g., sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.
- b. Extended Leave of Absence - Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

APPENDIX G

FITNESS FOR DUTY

POLICY

DuPage County is committed to providing a safe working environment and to protecting the health and safety of all employees. If an employee lacks the essential physical and mental requirements necessary to perform the essential functions of the job, or poses a significant risk to their own safety, safety of co-workers or the safety of the public, they may be referred for a fitness for duty evaluation.

ELIGIBILITY

All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES

- A. Employees are responsible for managing their health in such a way that they can safely perform the essential functions of their job, with or without a reasonable accommodation.
- B. Employees must come to work fit for duty and must perform their job in a safe, secure, productive and effective manner during the entire time they are working.
- C. Employees are responsible for notifying their supervisor if they are not fit for duty.
- D. Employees are responsible for notifying their Supervisor, Human Resources Representative, Department Head or Director of Human Resources when they observe a co-worker acting in a manner that indicates the co-worker may be unfit for duty.

PROCEDURES

- 1. A fitness for duty assessment may be requested when there is reasonable cause for serious concern about an employee's ability to perform their role and duties safely, when the employee's behavior is grossly inappropriate for the workplace, or if there is reasonable concern for workplace safety.
- 2. An impartial, independent healthcare evaluator with expertise in the disciplines of medical, psychological alcohol, or other drug conditions will conduct a fitness for duty evaluation.
- 3. Referrals for Fitness for Duty assessments will be made by the Department Head and Director of Human Resources.
- 4. Employees will be removed from the workplace while in the process of completing a fitness for duty assessment.
- 5. Employees who cooperate in a fitness for duty evaluation and are in compliance with recommendations for medical, psychological and/or chemical dependence treatment may be returned to work provided appropriate discipline, if warranted, has taken place.
- 6. Non-compliance with a request for a fitness for duty evaluation or a determination that an employee is unfit for duty may result in disciplinary action, not to exclude termination.

APPENDIX H

EMPLOYEE RETENTION POLICY

It is the policy of DuPage County to provide retention incentives in order to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY

- All full-time and part-time employees who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.
- Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service independent of age.

GUIDELINES

- A. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

Continuous Years of Service	Total Days
10 years	50 days
15 years	90 days
20 years	120 days

- B. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

PROCEDURES

1. Payment for applicable days will be made upon formal notice of separation or upon submission of Request for Early Disbursement of Retention Benefits-Non Retiree form.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.
3. Pay will be calculated by the same formula as sick days and vacation days.
4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.
5. Early Distribution Payout: Effective August 13, 2024, employees who are eligible for retention benefits may request an Early Distribution payout of their retention benefits without submitting a notice of separation from the County on a one-time basis, per employee. Requests must be for the entire retention amount but will be allowed to elect payment in two separate partial payments, to be paid within a six-month period. A Request for Early Disbursement of Retention Benefits-Non-Retiree form must be completed and submitted to receive this payout, and the amount of the payout(s) will be based upon the employee's payrate at the date of the actual payment(s). If an eligible employee receives the retention payout prior to separation of employment, such employee shall not be entitled to any additional retention benefit, regardless of the years of service completed after such payout.

EXCEPTIONS

- DuPage County Elected Officials are not eligible for this program. •
- Employees who are involuntarily terminated are not eligible for this program.

Employees who have voluntarily resigned due to a conviction are not eligible for this program.

APPENDIX I
FAMILY BEREAVEMENT LEAVE

It is the policy of DuPage County to comply with the provisions of the Family Bereavement Leave Act. This policy is meant to comply with the Family Bereavement Leave Act and is not intended to grant leave in addition to what the Act requires.

ELIGIBILITY

All full-time and part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the leave and who have completed twelve (12) months of service are eligible to take Family Bereavement Leave.

GUIDELINES

- A. An eligible employee is entitled to use a maximum of two (2) work weeks (10 workdays) of unpaid bereavement leave:
1. Attend the funeral or alternative to a funeral of a covered family member;
 2. Make arrangements necessitated by the death of a covered family member;
 3. Grieve the death of a covered family member; or
 4. Be absent from work due to;
 - i. a miscarriage;
 - ii. an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
 - iii. a failed adoption match or an adoption that is not finalized because it is contested by another party;
 - iv. a failed surrogacy agreement;
 - v. a diagnosis that negatively impacts pregnancy or fertility;
 - vi. a stillbirth.
- B. In the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of 6 weeks of Family Bereavement leave during the 12-month period. An employee may not take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by the Family and Medical Leave Act.
- C. A “covered family member” include an eligible employee’s:

Child Stepchild Spouse Domestic Partner	Sibling Parent Mother-in-law Father-in-law	Grandchild Grandparent Stepparent
• <i>An Employee’s covered family member does not include a former spouse or a member of the former spouse’s family.</i>		

- D. The Family Bereavement Leave Act defines “child” as an employee’s son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- E. The Family Bereavement Leave Act defines “assisted reproduction” as a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation. “Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.
- F. Pursuant to the Family Bereavement Leave Act “domestic partner,” used with respect to an unmarried employees, includes:
- i. the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state; or
 - ii. an unmarried adult person who is in a committed, personal relationship with the employee, who is not a domestic partner as described in paragraph (i.) to or in such a relationship with any other person, and who is designated to the employees employer by such employee as that employee’s domestic partner.
- G. Family Bereavement Leave must be completed within sixty (60) days after the date on which the employee

receives notice of the death of the covered family member or the date on which an event listed in Guidelines A, subparagraph 4 occurred.

- H. DuPage County uses a rolling twelve (12) month calendar to calculate an employee's Family Bereavement Leave, measured backward from the date leave is taken. Each time an employee requests Family Bereavement Leave, DuPage County will compute the amount of available time based upon the date of the employee's previous Family Bereavement leave(s), if applicable.
- I. The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Bereavement Leave at the current employee rates. If an employee is off work after exhausting their leave entitlement, the employee may apply for a Personal Leave and will be subject to the provisions set forth under that policy.
- J. Accrual of vacation and sick time will cease during any Family Bereavement Leave over thirty (30) days.
- K. Per the Child Extended Bereavement Leave Act (CEBLA) PA 103-0466, an employee may take 12 weeks of unpaid, job-protected leave for the loss of a child through suicide or homicide. Provides that leave may be taken in a single continuous period or intermittently in increments of no less than 4 hours, but leave must be completed within one year after the employee notifies the employer of the loss.

PROCEDURES

- 1. When leave is foreseeable, the employee is required to notify the Human Resources Department of the intention to take leave pursuant to this policy not less than forty-eight (48) hours before the date the leave is to begin. If the circumstances require the leave to begin in less than forty-eight (48) hours, the employee shall notify the Human Resources department as soon as practical.
- 2. In order to be granted Family Bereavement Leave, a request for said Leave must be approved by the Director of Human Resources, or designee.
- 3. The County may require the employee to provide documentation for the need for Family Bereavement Leave. Documentation requirements may be satisfied by the following:
 - a. Death Certificate
 - b. Published obituary
 - c. Written verification of death from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
 - d. Other documentation
- 4. While on Family Bereavement Leave the employee may elect to substitute accrued leave time, such as sick, vacation or personal days, for the leave.
- 5. If an employee fails to return from leave, the employee's supervisor should notify the Human Resources Department immediately.
- 6. Consistent with the County's policy regarding all types of leave, the following conduct is strictly prohibited in relation to Family Bereavement Leave:
 - a. Engaging in fraud, misrepresentation or providing false information to the County.
 - b. Having other employment during the leave, without prior written approval from the County.
 - c. Failure to comply with the employee's obligations under this policy.
 - d. Failure to timely return from the leave.
- 7. Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

EXCEPTIONS

An employee who is not eligible for Family Bereavement Leave may request a Personal Leave (Personnel Policy 5.5: Personal Leave).

APPENDIX J

CALL-IN/TARDINESS POLICY

POLICY

It is the policy of the DuPage County Maintenance Area of the Division of Transportation to allow for a graduated point disciplinary process that promotes consistent application of Call-In/Tardiness guidelines to all Highway Maintenance employees.

GUIDELINES

1. All new employees will begin with a bank of (five) 5 points. Employees will gain or lose points as noted in these guidelines. Existing employees current point status will not change.
2. Partial days off may be taken either in the beginning or end of the workday and must adhere to all requirements of the time being used. Leaving in the middle of the day and returning shall not be allowed. Partial days in the morning must be pre-scheduled, they may not be called in.
3. Call-In/Tardiness: Defined as clocking into work or calling into work after the scheduled start time of 6:00 a.m.
 - For each incident where an employee clocks into work after 6:00 a.m. or fails to call into work before 6:00 a.m., (or thirty (30) minutes prior to the designated start time) to notify his supervisor that he will be taking a sick day off, the employee will lose points based on the following schedule:

6:01 a.m.- 6:10 a.m.	One (1) point
6:11 a.m.- 6:30 a.m.	Two (2) points
After 6:30 a.m. three (3) points and sent home without pay as an unapproved absence.	

It is the employee's responsibility to make sure his clock in/out has registered on the time clock. An employee will lose points based on the following schedule:

- | | |
|----------------------|------------------|
| Failure to punch in | Three (3) points |
| Failure to punch out | Two (2) points |
4. Employees receive one (1) point by maintaining thirty (30) calendar days without an incident of Call-In or Tardiness; a maximum of twelve (12) points can be earned.
 5. Employees shall receive a Call-In/Tardiness memo when the employee's point total is reduced to three (3). The supervisor and the employee shall sign and retain a copy of the memo. The original memo will be sent to the Personnel office and placed in the employee's personnel file.
 6. Employees who lose all their points will be placed on suspension without pay for a period of ten (10) working days. On return from suspension, the employee will begin with a bank of three (3) points.
 7. Any employee who subsequently loses all their points (a second occasion) within thirty-six (36) months of the first suspension will be terminated.

PROCEDURES

- Employees must notify the Manager or designee at (630) 407-6920 between the hours of 5:30 a.m. – 6:00 a.m. when any circumstance prevents the employee from coming to work. A message left on the answering machine will not be accepted.
- An employee shall notify the Manager or designee prior to the start of each work shift for each day the employee is absent from work.

EXCEPTIONS

- Any unusual circumstances will be handled on a case-by-case basis with the approval of the Director of Transportation or Manager.
- An employee on leave will not be eligible to add or lose points until the employee returns to work. Upon returning to work, the employee will resume the point status and schedule they had prior to the leave.