

**PREAMBLE**

The purpose of the Personnel Code is to implement and maintain a uniform system of employment within all departments of St. Clair County. The Personnel Code is designed to provide employees and management with information pertaining to the employment policies and procedures applicable to all County employees.

All policies and procedures contained in this Personnel Code originally went into effect **May 1, 1991**, and revisions to the Personnel Code will go into effect immediately upon passage by the St. Clair County Board.

All employees will be required to adhere to the policies and procedures as they are outlined in this Personnel Code. Nothing in this Code shall be interpreted to create a contract with the employee and employees are "at will" and can be discharged at the discretion of the Employer.

Upon adoption by the St. Clair County Board, this Personnel Code shall be the nonexclusive policy of all departments of St. Clair County concerning terms and/or conditions of employment. All prior Personnel Codes established by St. Clair County or any departments of St. Clair County, including but not limited to the County Personnel Code, the Intergovernmental Grants Department, the Health Department, the Animal Control Department and the Sheriff's Department, will be considered superseded except that any predecessor Personnel Code or part thereof that does not affect terms and/or conditions of employment shall still be considered in effect.

In order to implement and carry out the express provisions and the intent of this Personnel Code, the Employer may pronounce policies consistent with this Personnel Code. A copy of such policy shall be distributed to the Human Resource Department.

Nothing in this Personnel Code shall in any way affect the Employer's right to develop and disseminate information concerning the operations of any department and employee's job functions, duties and job position description.

CHAPTER 28

PERSONNEL CODE

ARTICLE I – GENERALLY

**28-1-1**      **DEFINITIONS.**

(A)      **Employer.** The term “employer”, as used in this Personnel Code, means the government of St. Clair County, Elected Officials or Department Heads.

(B)      **Employee.** The term “employee”, as used in this Personnel Code, means a person working as a volunteer or for remuneration for services rendered to St. Clair County, the Public Building Commission. For purposes of this Code, an Elected Official is not an employee whose personal rights are affected by the Code.

(C)      **Department.** The term “department”, as used in this Personnel Code, shall mean the governmental unit for whom the employee is directly working for and rendering services. (For example, Animal Services, Sheriff, Intergovernmental Grants Department are all considered separate departments.)

(D)      **Elected Official.** The term “Elected Official”, as mentioned in this Personnel Code, means the one individual ultimately responsible for all operations of the Department. The term “Elected Official” includes County elected public office holders such as Sheriff, State’s Attorney and County Clerk. The term “Elected Official” applies to individuals who are responsible for the operations of the Department and to County elected office holders unless specifically indicated otherwise in this Personnel Code. The Elected Official may designate a representative as being responsible for carrying out the immediate functions as enumerated in this Personnel Code, and that representative, upon designation, shall be considered the Elected Official.

(E)      **Immediate Supervisor.** The term “immediate supervisor”, as used in this Personnel Code, shall mean the individual to whom the employee shall immediately report and be responsible for his work. An immediate supervisor may be the Elected Official in some situations where there is little management structure, but normally the term “immediate supervisor” would refer to a management level job position in between the Elected Official/Department Head and an employee.

(F)      **County Board.** The term “County Board”, as used in this Personnel Manual, shall mean the elected public office holders of the St. Clair County Board.

(G)      **Immediate Family.** The term “immediate family” includes spouse, child, stepchild, parent, brother, sister, grandparents, grandchildren, and current in-laws.

(H)      **Professionals.** The term “professionals” includes doctors, registered nurses, veterinarians, attorneys, certified public accountants and engineers.

(I)      **Unauthorized Leave.** An unauthorized leave is defined as a leave taken without permission of employer.

(J)      **Dependent Upon Employee.** The term “dependent upon employee” means financial dependence in a live-in arrangement and claimed as a dependent for federal income tax purposes.

**ARTICLE II – PRE-EMPLOYMENT VERIFICATION POLICY**

**28-2-1**        **PRE-EMPLOYMENT VERIFICATION POLICY.** This policy is intended to serve as a guide relating to the hiring of permanent full and part-time employees. It is understood that individual elected officials are responsible for their hiring policies in accordance with the general policies of the County and the needs of their particular office.

**28-2-2**        **GENERAL POLICY.** The County has elected to institute a pre-employment verification process. Although each elected official is responsible for their own hirings, certain verifications are required for each newly hired permanent full and part-time employee. Other information may also be gathered as part of the pre-employment verification process. Each employee is subject to a **six (6) month** probationary period and results of the pre-employment verification process may impact permanent employment. Results of this process will remain completely confidential.

**28-2-3**        **REQUIRED VERIFICATIONS.**

(A)        **Identity and Criminal Record Check.** The Human Resource Department will verify the personal identity of each employee with the Social Security Administration to ensure valid social security numbers. Criminal record checks will also be reviewed by the Human Resource Department except in the case of Airport employees. All Airport employees are subjected to FAA regulations and are screened and fingerprinted. This process is controlled at the Airport by Public Safety.

(B)        **Motor Vehicle.** A motor vehicle check is required for all employees who driving during working hours or drive County vehicles. This check includes the verification that the employee has a valid driver's license and other accident and conviction history. Motor vehicle information will be reviewed annually as long as the employee's job duties include operating a motor vehicle.

**28-2-4**        **OPTIONAL VERIFICATIONS.** (May take **three (3)** or **four (4) days** to get verification results.)

(A)        **Employment.** The Human Resource Department will verify past employment at the request of the office/department head. All information on the application MUST be LEGIBLE. The following fields are required: Employer name, address, city, state and Start Date.

(B)        **Licenses, Certifications, Degrees.**

(1)        **Education Verification.** To verify education, the following fields must be completed: College name, address, city and state and degree received.

(2)        **Transcript.** If needed, applicant must provide directly from the institution.

(C)        **Certification Verification/Professional License.** If needed, applicant must provide a copy so it may be verified.

(D)        **Credit Report.** A credit report is required for all employees involved in accounting or cashiering functions. Other employment positions susceptible to collusion or fraudulent activities may also be considered as a basis for a credit report. These positions

requiring a credit report should be documented as part of an office's written policies and may be filed with the Human Resource Department. A credit report may also be requested if an employee changes their job duties to a position that requires a credit check.

A credit report request requires the approval of the employee or potential employee. *The Request, Consent and Authorization for Release of Personal Information* and the *Disclosure* document (all three) must include their signature.

If available, please submit a job description to accompany the application and verification request.

**28-2-5**      **DRUG TESTING.** Drug testing is handled at the individual Department level. This testing may include pre-employment and random testing throughout the term of employment. Offices with drug testing requirements should have written policies and procedures regarding testing and administrative/disciplinary actions.

**ARTICLE III - HIRING POLICY**

**28-3-1**      **REQUIREMENTS.**      Employment is based on each applicant's qualifications as compared with the requirements of the available position. Consideration is given to ability, experience, education, training and good moral character.

No consideration shall be given to the applicant's political party affiliation or support in regard to any decisions on hiring, promotion, transfer, or recall.

**28-3-2**      **ST. CLAIR COUNTY RESIDENCY.**      All probationary employees shall reside in St. Clair County by the end of their probationary period, and all employees who are past probationary period or who do not go through probation shall also reside in St. Clair County, Illinois within **six (6) months** of date of hire. This residency requirement shall not apply to non-probationary employees who live outside St. Clair County, Illinois, as of **April 29, 1994 at 5:00 P.M.** If, however, any employee living outside of St. Clair County, Illinois shall change their residence subsequent to **April 29, 1994 at 5:00 P.M.**, then the employee shall have residency in St. Clair County, Illinois. Any employee who is so required to establish residency in St. Clair County, Illinois, and who does not so reside within St. Clair County, shall be terminated from employment.

The Elected Official, or in the case of the Departments without Elected Officials, the County Board Chair has the authority to extend by **six (6)** additional months, for a total of **twelve (12) months**, the time in which the employee must establish residency in St. Clair County, Illinois. In the case of probationary employees who are granted an extension of **six (6)** additional months, the period of probation also extends the **six (6)** additional months.

In the case of non-probationary employees, further extensions may be granted depending on the County's need.

**28-3-3**      **APPLICATION FORMS.**      Applications for positions with the department shall be filed on forms furnished by the Human Resource Department. All successful applicants shall produce an original social security card. The Employer may require certificates of competency, licenses, medical examinations, post-offer medical examinations, drug and alcohol tests, background investigations, references, police checks, motor vehicle reports/driving history, oral interviews, credit checks for personnel in financially sensitive positions, or other evidence of special qualifications. Employees acknowledge and agree that credit and background checks may be done from time to time during their employment. The Employer may reject applications of persons who are found to lack any of the requirements established for the position. Elected Officials shall appoint all personnel to their department. Department Heads shall appoint personnel to their department with the consent of the County Board Chairman. Selection techniques used will be at the discretion of the Elected Official. In considering applications of various individuals, length of service shall be used as a factor in the selection of applicants, but will not be considered the sole or even the predominant factor. All background investigations, references, police checks, etc. shall be centralized and coordinated through the County Human Resource Department to improve quality and ensure compliance. No employee will be hired and placed on the payroll to receive fringe benefits until all employment related forms, including but not limited to the employment application forms, are filled out and forwarded to the Human Resource Department.

**28-3-4**      **PROMOTIONS.** Employees are encouraged to apply for job openings in higher classifications and will be considered for promotion for job openings upon written application. All full-time employees may be considered for promotions. Probationary employees may apply, but do not have to be considered, depending upon the discretion of the Employer.

When an employee is promoted, the employee shall be placed on probation. At the end of the probationary period, the employee's performance will be formally evaluated and one of the following actions shall be taken by the Employer based upon employee's conduct:

- (A)            The employee may assume the new position having successfully completed the probationary period.
- (B)            The probationary period may be extended.
- (C)            The employee may be demoted to a position commensurate with the employee's ability, if the lower position is available.
- (D)            The employee may be terminated pursuant to **Section 28-3-5.**

**28-3-5**      **PROBATIONARY PERIOD.** A minimum of **six (6) months** of employment will be designated as a probationary period for all employees. To assure that new employees are aware of the expectations and functions of their job and to answer any questions the probationary employee may have, a formal evaluation will be made at the end of the probationary period by the employee's supervisor. The probationary period is tolled during periods of approved leave of absences. The probationary period may be extended.

The probationary period also applies to employees who are rehired after previously terminating their employment with St. Clair County. All employees rehired by the County within **three (3) years** of their termination date may be eligible for benefits they earned during previous employment with the County. Eligibility for benefits lies within the discretion of the Employer.

The employee may be terminated as determined solely by the Employer. Probationary employees who are dismissed do not have redress through the grievance procedure. In the event that employment is terminated during the probationary period, any accrued benefits, leave time, etc., with the exception of vacation, shall be lost.

Any employee failing to supply an original social security card by the end of the probationary period shall be terminated for failure to provide proper documentation.

All probationary employees not supplying proof of residency in St. Clair County by the end of the probationary period shall be terminated for failure to live within St. Clair County. For probationary employees who have been granted an extension of time to establish residency, the probationary period also is extended by the same time period.

**ARTICLE IV - WAGES AND CLASSIFICATIONS**

**28-4-1**      **EMPLOYMENT CLASSIFICATIONS.**      Employees are classified according to the following guidelines:

(A)      **Salaried Exempt.** This classification includes all Elected Officials and may include professional, supervisory and administrative personnel. Salaried Exempt employees are exempt from overtime. Salaried Exempt employees are paid at a fixed salary rate with the expectation that the workload will dictate the number of hours worked.

(B)      **Full-Time.** Those employees scheduled to work a minimum of **thirty-seven and one-half (37 1/2) hours** per workweek on a continuous basis. Full-time employees are eligible for overtime pay and compensatory time.

(C)      **Part-Time.** Those employees scheduled to work less than **thirty-seven and one-half (37 1/2) hours** per workweek on a continuous basis. Part-time employees are eligible for overtime pay and compensatory time.

(D)      **Special Assignment, Professionals.** Professionals and those employees hired for a specific project for a limited period and may include those hired to fill in summer vacations, illness and the like. Such employees are hired with the understanding that their employment is to terminate upon completion of the project or at the end of the period. Special Assignment may be either full-time or part-time as determined by the requirements of the job. Professional employees are not entitled to overtime and compensatory time but are entitled to other benefits.

(E)      **Special Assignment, Nonprofessional.** Nonprofessional employees are like the special assignment, professional employees except that nonprofessional are entitled to overtime and compensatory time, but not to benefits.

(F)      **Volunteers.** Those individuals who accept on an unpaid basis various work assignments for any department. These individuals receive no wages nor benefits.

**28-4-2**      **PAYCHECKS.** Employees shall receive their paycheck on a biweekly basis. Employees shall work at least **two (2) weeks** before being paid, creating a **two (2) week** lag, which will be paid upon termination of employment. The paycheck actually issued will be for the preceding pay period.

Each employee must sign a register, verification record, or payroll journal in order to receive his or her paycheck. Each employee may sign a form from the office of County Auditor entitled "Annual Paycheck Authorization" authorizing anyone of the employee's choice to receive the employee's payroll check.

**28-4-3**      **COMPENSATION.** The basic rate of pay shall be set forth in the "Budget Ordinance" adopted by the County Board.

**28-4-4**      **OVERTIME.** Overtime (or comp time at **one and one-half (1 1/2) times** the regular rate of pay) is available to employees working in excess of **forty (40) hours** actually worked. Employees covered by this Code, except Salaried Exempt employees, shall be given compensatory time of **one and one-half (1 1/2) times** the number of authorized hours worked in excess of a **forty (40) hour** period.

**28-4-5**      **COMPENSATORY TIME.** At the sole discretion of the employer, employees may elect to take equivalent to **one and one-half (1 ½) times** the number of overtime hours worked (excluding holidays) as time with pay. Employees may accumulate up to a maximum of **two hundred forty (240) hours** of compensation time in **one (1) year**. If the employee is working in a public safety activity, an emergency response activity, or seasonal activity, the employee may accumulate up to a maximum of **four hundred eighty (480) hours** of compensatory time for hours worked per year. Employees can carry a maximum of **eighty (80) hours** of compensatory time to be used by **July 1** of the following year.

All employees who resign, retire, or are discharged and who have unused compensatory time, will receive cash in lieu of compensatory time as part of their final pay, based on their regular rate of pay.

**28-4-6**      **SALARY INCREASES.** Employees are eligible for a salary increase after the completion of the probationary period. Salary increases lie within the sole discretion of the Elected Official or the County Board Chairman, whichever is appropriate as set forth in the annual budget ordinance.



**ARTICLE V - HOURS OF WORK**

**28-5-1**        **WORK WEEK.** Each Elected Official or Department Head will determine the work week for their own department. Each Elected Official or Department Head must allow for continuous operation of the department or office.

No work shall be performed at home, without prior approval of the Employer.

Prior approval of immediate supervisors is necessary for any employee to work early or stay late to do work-related activities. All overtime must be approved in advance by the Employer.

**28-5-2**        **LUNCH.** The following shall apply for lunches:

Each Elected Official or Department Head shall establish the lunch schedule for his/her own department.

Each Elected Official or Department Head shall stagger the hours of the department staff during the lunch period to allow for continuous operation of the department or office. Travel time to and from any eating place is included in the lunch period. The lunch break cannot be used for compensatory time or as a substitute for tardiness. Lunch periods may not be taken at the end of the day or in conjunction with a rest period.

**28-5-3**        **TIME AND ATTENDANCE.** Each department shall maintain accurate daily attendance records. An employee shall be at their places of work in accordance with the attendance rules. Tardiness or other abuse of regular attendance will not be tolerated and will result in disciplinary action which may include dismissal. The attendance records will indicate information in order to properly pay employees for actual work performed. An employee shall have the right to review his attendance record on file in the department. Any employee reporting directly into a field operation in the morning shall be required to notify their immediate supervisor preferably the day before or at the beginning of that morning's work day and inform the supervisor of the estimated time of arrival at the office. Any employees leaving the office on business during the day shall record their time of departure and destination. Employees who fail to report back from the field by close of the business day would normally be required to call in within **one (1) hour** before the close of the business day to receive any messages.

No one will be permitted to sign in or out for another employee.

An employee shall, whenever possible, provide advance notice of absence from work.

When County offices and buildings are open, but inclement weather prevents employees from reaching the buildings, employees may account for such absences by using accrued time such as vacation and compensatory time earned, or the employee may elect to be docked for time off. Sick leave may not be used to cover absence due to inclement weather.

If employees are sent home or if County offices are closed due to no electricity, heat, water or other reasons and the employees are notified by the Employer not to come to work then those employees will be paid as a regular work day. However, if an employee has already scheduled the day off and is using sick, comp or vacation time then this time will stay as requested.

**28-5-4**      **HOLIDAY PAY.** All full-time and salaried exempt employees shall have time off with full salary payment on the day designated as a holiday by the St. Clair County Board.

If a Holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to an additional day off. When a holiday occurs during an employee's vacation, a compensating day off with pay will be granted on a day mutually agreed upon by the employee and the employee's supervisor. Employees cannot use sick leave in lieu of scheduled holidays.

All employees covered by this Code who are required to work on an official Holiday shall receive compensatory time at straight time rates, up until actual hours worked exceeds **forty (40) hours** per week, and then comp time and one-half for hours in excess of **forty (40) hours** per week, unless the Employer approves the use of the time with pay

The term "last schedule work day" means the employee's full day of work.

To be eligible for holiday pay, the employee must work both the day before and the day after the holiday. The exception allows for absences for good cause that are approved by the Employer. Samples of this exception include Department Head approving comp time or vacation time the day before or after the holiday, the Department Head approving for good cause hospitalization the day before or the day after the holiday, and a Department Head approving for good cause an employee calling in sick the day before or the day after a holiday, and placing the call at the last minute. In each of these examples, the Department Head shall exercise judgment as to whether the sickness or hospitalization is for "good cause".

If an employee works on an officially designated holiday, then the employee shall receive comp time at straight time rates, up until actual hours worked exceeds **forty (40) hours** per week. Then the employee receives comp time at time and one-half for hours in excess of **forty (40) hours** worked. Please refer to **Section 28-5-4**, third paragraph above.

For employees working on designated holidays, the employee's paycheck will reflect the comp time credit for the holiday, and the actual hours worked on the holiday will be added to the employee's comp time. Effectively then, employees working on designated holidays would receive double time (comp time credit plus time worked for the holiday), or if the holiday work is in excess of **forty (40) hours** actually worked, then **two and one-half (2 ½) times** pay (comp time plus overtime rates).

**ARTICLE VI - LEAVE**

**28-6-1**        **LEAVE WITHOUT PAY RULE.** For all types of leaves, the Employer may require employees to use vacation, sick leave, comp time or any other types of accumulated or accrued benefits before the employee is placed on leave without pay status. Any employee off from work more than **three (3)** consecutive days shall complete Request for Leave forms, found in Appendix "G" and "H".

**28-6-2**        **VACATION.** Full-time and salary exempt employees are entitled to annual vacation with pay. Vacation will be granted to employees who have been employed by the County on a continuous basis within the calendar year. The calendar year begins on **January 1** and ends on **December 31**. The **twelve (12) month** vacation year begins on the employee's date of employment, and on succeeding employment dates. It is highly recommended that each employee take at least **one (1) week** continuous vacation. During said vacation, another employee will perform the duties of the employee on vacation. This encourages cross-training and an appreciation of the duties of fellow employees.

Employees accrue **ten (10) days** vacation per year, but vacations cannot be used until after completion of probation. **Fifteen (15) days** vacation begins accruing after completion of **five (5)** or more consecutive years of service. **Twenty (20) days** vacation begins accruing after completion of **twelve (12)** or more consecutive years of service.

(A)            **Scheduling.** Vacations accrue and are posted on a biweekly basis, and vacation time will accrue after the first **two (2) weeks** of employment.

Scheduling of vacation must meet the approval of the employee's Employer.

Vacations earned must be used within **twenty-four (24) months** of posting, except for vacation, previously accumulated and approved as of the first effective date of this Personnel Code. Such accumulated vacation may be retained by the employee.

(B)            **Pay.** Employees shall be entitled to full pay at the regular rate of compensation during the vacation period. No vacation pay shall be paid on the basis of overtime.

(C)            **Termination.** All employees who resign, retire or are discharged, and who have unused earned vacation, shall receive cash in lieu of vacation as part of their final pay, based on their regular rate of pay.

Earned vacation shall be posted to the employee's record at the same time sick leave is posted.

**28-6-3**        **SICK LEAVE.** All full-time and salary-exempt employees shall earn sick leave at the rate of **two-thirds (2/3) day** for each month's service. Sick leave may be used for illness, disability, injury, quarantine, appointments with doctors, dentists, or other professional practitioners, of the employee or a member of the employee's immediate family who is dependent upon employee. Upon approval of the Employer up to **three (3) days** of sick leave may also be used for the death of a member of the employee's immediate family. For deaths, sick leave is tied only to "immediate family". For other types of sick leave, the individual must both be "immediate family" AND "dependent upon employee". The employee's immediate supervisor or Employer may require evidence, including death and funeral verification, to substantiate that such leave days were used for the purpose set forth herein. Employees shall be allowed to carry over from year to year any unused sick leave accumulating

to a maximum of **thirty-six (36) days**. At retirement, any yearly carryover of unused sick leave plus any sick leave in excess of **thirty-six (36) days**, may be used for contributions to Illinois Municipal Retirement Fund, in accordance with IMRF Rules and Regulations.

Earned sick leave shall be posted biweekly.

(A) **Restrictions.** Sick leave shall not be used for purposes of an extended vacation, weekend or holiday. Sick leave cannot be used as a substitute for vacation leave. Employees shall not exercise use of earned sick leave until completion of a minimum of **twenty-five (25) work days** of actual employment. Sick leave must be accrued before it may be used. Otherwise, time off shall be charged to the employee's accrued vacation leave time, or at the option of the Employer, shall be taken as leave without pay. Sick days are accrued during probation. Sick time shall be deducted for no less than **one (1) hour** increments. No sick leave in excess of **three (3)** consecutive days shall be authorized unless approved by the Employer.

The Employer shall establish notification requirements for taking sick leave.

The employee shall state the location of confinement and the telephone number where the employee can be reached. The employee must also state whether the absence is claimed to be from a work related injury. Supervisors are to be kept informed daily, whenever possible. Employees will inform their supervisors of any work related injury.

In order to continue active work assignments or to resume work after an illness or injury or disability, employees must provide the department with a written physician's statement releasing employee to assume activities within their position responsibility if:

- (1) Upon returning to work after prolonged illness of more than **three (3) consecutive days**;
- (2) Upon returning to work from an extended leave of absence;
- (3) After the employee has a potentially disabling illness, injury or condition; or
- (4) Upon returning to work after a diagnosed communicable disease.

(B) **Illness or Injury at Work.** Any employee who is ill or injured on the job shall immediately notify the supervisor, who may require the employee to be transported to a hospital for examination by a physician or surgeon.

For employees on either a **seven and one-half (7 ½)** or **eight (8) hour** work schedule, if an employee becomes ill while at work after the first **two (2) hours** of work, the employee shall lose **one-half (1/2) day** of accumulated sick time. For employees on a **twelve (12) hour** work schedule, if an employee becomes ill at work after the first **three (3) hours** of work, the employee shall lose **one-half (1/2) day** of accumulated sick time.

(C) **Maternity.** Pregnancy shall be considered the same as any short-term disability, and request for pregnancy leave shall be made through the disability leave clause. Request for parental leave following child birth shall be made through the Leave of Absence clause. **(Section 28-6-4(F), Family and Medical Leave Act.)**

**28-6-4 LEAVE OF ABSENCE.** All employees on an approved leave of absence do not earn vacation or sick time while the employee is on leave of absence, unless the employee is using vacation, sick or comp time while on leave.

Any employee maintaining his or her employee benefits while on leave of absence from employer is strictly prohibited from engaging in any outside employment for compensation during such leave unless authorized by employer. Any employee in violation of this provision shall be subject to immediate termination of all benefits, including health and life insurance, reimbursement of insurance premiums to employer, suspension and/or termination from employment with employer. (Nothing in this Section shall supersede or conflict with **Section 28-6-4(B).**)

Employee shall be granted an excused leave of absence for the following:

(A) **Special Leave.** All full-time and salary-exempt employees who have completed **one (1) full year** of continuous service may request a special leave. Special leave will only be granted for personal reasons, and must be approved by Employer. Special leave shall be granted without pay. The period for special leave shall not exceed **six (6) months**. An extension may be granted up to a maximum of **six (6) months** for a total of **one (1) year**. In order to continue to receive medical and insurance benefits during a special leave, the employee shall contribute both the employee and the employer's share of IMRF and insurance costs.

Length of service or benefits shall not accrue or accumulate during a special leave.

If a special leave is approved by the County Board, coverage under Illinois Municipal Retirement Fund may be maintained pursuant to IMRF rules and regulations.

(B) **Military.** Any full-time, salary-exempt or part-time employee who is a member of a Reserve component of the Armed Service, the Illinois National Guard, or the Illinois Naval Militia, shall be accorded benefits consistent with The Local Government Employees Benefits Continuation Act (**50 ILCS 140/2**) and/or the Military Leave of Absence Act (**5 ILCS 325 et seq.**)

To be eligible for military reserve leave or emergency call up pay, the employee must provide St. Clair County with a certificate from the commanding officer of the employee's unit that the leave taken was for either such purpose.

Full-time employees entering into military service as a result of voluntary enlistment, induction into the service by draft, or conscription will be afforded all of the privileges provided by State and Federal Statutes.

(C) **Jury Duty.** An employee shall be excused from work for days in which the employee serves on Jury Duty. The employee shall receive his regular pay for jury service. The employee must present proof of jury service and the amount of pay received is to be deposited in the County Treasury. The employee shall also turn over to the County any expense allowances paid by the court, if the jury duty is located at the St. Clair County Courthouse. If an employee is given an early release from jury duty, the employee shall then report to his or her regular work assignment.

(D) **Witness.** An employee shall be excused from work when lawfully subpoenaed to serve as a witness. The employee must present written proof of the summons to testify to qualify for an excused absence. Notice to employee's supervisor should be made in advance of appearing in court. An employee's excused absence from work shall be on an unpaid basis, unless the employee's witness activity is work related and the witness activity is requested by the County. The employee shall turn over to the County any witness fee when the employee's witness activity is work related. The employee may choose to use a vacation day, if the witness activity is not work-related.

(E) **County Disability Leave.** To be eligible for County Disability Leave, the employee must submit to the Human Resource Department a medical opinion that the employee cannot work in his normal job position, and a medical opinion that the employee may possibly be able to return to work within the next **six (6) months**. Employees are not eligible for

disability benefits until they have been employed at least **one (1) year**. Employees may be required to use their accrued sick, vacation or compensatory time to continue regular wages.

Employees must submit a letter requesting disability leave to their immediate supervisor within a reasonable amount of time before disability leave is taken. Upon return to work, employees must submit a release statement from their physician to the Employer. If the Employer has reason to believe that the employee is unable to perform the normal duties or the employee is able to perform duties and is still absent, they may seek and rely upon the decision of an impartial physician. The Employer will select a physician who is not a County employee to act as an impartial physician.

(F) **Family and Medical Leave Act.** An employee is eligible for a leave of absence through the Family and Medical Leave Act of 1993. In order to be eligible for leave, an employee must have worked for the employer at least **twelve (12) months** and must have worked at least **one thousand two hundred fifty (1,250) hours** over the previous **twelve (12) months** prior to the leave. Eligible female and male employees are allowed up to **twelve (12) weeks** of leave per **twelve (12) month period** following the birth of a child, the placement of a child for adoption or foster care, or the serious health condition of the employee or an immediate family member (defined for purposes of this Family and Medical Leave Act situation as including the employee's child, spouse or parent). The leave for birth or placement must take place within **twelve (12) months** of the birth or placement of the child. The employee's leave shall be unpaid. The employer may require the use of accumulated sick leave and/or vacation leave or the employee may, upon approval of the employer, use accumulated sick leave and/or vacation leave. Sick leave can be used only to the extent that it would otherwise be available. It would otherwise be available pursuant to **Section 28-7-2** of this Code, which regulates the use of sick leave. During the leave, St. Clair County shall continue to provide coverage under its group health plan, with the employee continuing to pay his or her regular health insurance contributions. Following return upon leave, the employee shall be returned to a position with equivalent pay, benefits and other terms and conditions of employment.

Any accumulated sick leave, vacation leave and/or short term or long term disability leave used by the employee for the birth of a child, placement of a child, or a serious health condition of the employee or of an immediate family member shall be considered taken for purposes of the Family and Medical Leave Act. Any time off due to injury or illness on the job or at work shall also be considered taken for purposes of the Family and Medical Leave Act. If an employee takes more than **three (3) consecutive days** of leave due to an illness, the employee shall be considered to have a serious health condition, and all leave taken shall be considered taken for purposes of the Family and Medical Leave Act starting with the first day the employee missed work.

Requests shall be made through the Human Resource Department on the forms provided.

(G) **Expiration of Leave.** When an employee returns from an approved leave of **six (6) months** or less, the Employer shall make every attempt to return the employee to the same or similar position in the same class in which the employee was incumbent prior to commencement of such leave. An employee's same or similar position will not be protected from reductions in force or where the position has been eliminated. Employees are subject to termination if they are absent from work for more than **six (6) months**. Employees who shall fail to return to work within the time designated in the approved leave of absence, shall be terminated.

No employee may be absent without permission of the Employer to which assigned. In the absence of extenuating circumstances, an employee who is absent from work for any

reason and fails to notify his or her supervisor within **two (2) working days** will be considered to have resigned.

No employee on leave of absence may earn vacation, or sick leave, except when the leave was for the purpose of accepting a temporary working assignment in another office.

(H) **Small Pox Special Leave.** Employees of the Health Department who volunteer to administer small pox vaccines must be first vaccinated with the small pox vaccine. If those Health Department volunteers have an adverse reaction to the small pox vaccination, they are granted up to **three (3) days** paid leave without losing accumulated sick days. If the absence exceeds **three (3) days**, any sickness or injury will be subject to any applicable benefits under Illinois Workers' Compensation Laws. This Section does not apply to other county employees who may decide to be vaccinated with the small pox vaccine.

**ARTICLE VII - OTHER BENEFITS**

**28-7-1**     **ILLINOIS MUNICIPAL RETIREMENT FUND.**     The County will participate in contributions for all eligible employees to the Illinois Municipal Retirement Fund. The County shall follow all guidelines of IMRF in order to protect the benefits of the employees.

Retiring employees with at least **fifteen (15) years** service may submit a Notice of Resignation (irrevocable) to Employer and an Application for Retirement must be received by the Human Resource Department. Vacation and comp time can be spread out prior to last check to assure highest single month would be the **forty-fifth (45<sup>th</sup>) month** (paid out over the last **four (4) months**). Resignation cannot be revoked after vacation or comp time payout has begun.

**28-7-2**     **INSURANCE.** Insurance will be provided on the following basis:

(A)     **Life, Medical and Dental Care Insurance.** All salaried exempt, full-time, special assignment employees and part-time nurses are covered by a medical/dental/vision care plan funded by St. Clair County. If an employee is absent without notification, all benefits shall be terminated immediately and any prepaid benefits shall be refunded.

If employee takes an unauthorized leave, it shall result in immediate termination of all benefits including health and life insurance. Any prepaid insurance premiums will be reimbursed by St. Clair County.

All salaried exempt, full-time and special assignment employees are covered by life insurance and accidental death and dismemberment policy. A manual is provided to employees at the time of hiring which further explains the policy. The manual is obtained from the Human Resource Department of St. Clair County.

The Human Resource Department must be notified of a divorce or legal separation of the covered employee, and further must be notified when a child is no longer eligible as a covered dependent of the employee.

(B)     **Legal Defense and Liability Insurance.** In any claim or action instituted against an employee, or former employee, where such claim or action arises out of any act or omission, made in good faith, occurring within the scope of employment of the employee, or former employee, St. Clair County shall, upon written request of the employee or former employee, appear and defend the employee or former employee, against any such claim or action, including the process of appeal. The St. Clair County State's Attorneys Office will provide an attorney to appear for and defend the employee. This Section excludes disciplinary proceedings or criminal proceedings.

(C)     **Other Types of Insurance.** All classifications of employees will be covered by the provisions of Social Security legislation, and salary deductions will be made in accordance with the law.

Employees are covered by the Illinois Workers' Compensation Act (**820 ILCS 305/1 et seq.**). Any work-related injury must be reported to the Elected Official/Department Head.

All employees are covered by unemployment Insurance. All costs are paid by St. Clair County.



**28-7-3      TRAINING.** For meetings and seminars, employees may be granted leave with pay to attend meetings, seminars and conventions of professional and technical organizations, when such attendance would benefit the employee's ability to perform the job, and is approved in advance by the Employer.

For any training programs conducted after regular working hours, such training shall be voluntary unless required by the Employer. If required, such training may include the granting of overtime.

All employees will be reimbursed for mileage expenses incurred while attending assigned schools outside of St. Clair County, Illinois. Upon receipt of a notice to attend the training school, the employee will request the use of a departmental vehicle to transport those attending to and from school. If a departmental vehicle is not available, reimbursement shall be made for the employee's use of their personal vehicle. When **two (2)** or more persons attend the same school at the same time the Employer may require that only **one (1) person** will be eligible to receive reimbursement for travel. The rate of reimbursement shall be established by St. Clair County.

**28-7-4      DEATH BENEFITS.** Each employee shall fill out a designation of beneficiary form. Upon the death of a County employee, the designated beneficiary shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation, such sums for any accrued vacation period to which the employee was entitled to at the time of death. Such payment shall be computed by multiplying the employee's daily rate of pay by the number of days of accrued vacation at the time of death.

Upon the death of an employee, the estate shall receive any unpaid compensation, accrued overtime, or other benefits the employee would have been allowed had the employee survived.

Family members of deceased employees should contact the Human Resource Department for explanation of any further benefits the family members or the estate of the deceased employee may be entitled to.

**28-7-5      TRAVEL.** Staff vehicles are to be used only for activities directly related to the conduct of business. Under no circumstances are the vehicles to be used for personal activities. Reimbursement is provided for the use of employee's private vehicles for official business at the rate designated by the State of Illinois for actual mileage traveled. Private vehicles will only be used when Department vehicles are not available and prior approval is given by the Employer. Use of staff vehicles are restricted to employees who have a valid drivers' license with current liability insurance. Employees are not permitted to use Department vehicles without the knowledge of their supervisor or Employer. All employees using staff or private vehicles must record mileage on the expense log along with the destination and purpose of the trip. The log is to be returned with the vehicle's keys. Expense claims for private vehicle usage will be honored only if the listed trip is initialed by the immediate supervisor. Any malfunctions or damages must be reported to the immediate supervisor. Travel in any vehicle will always be by the most direct route unless otherwise approved by the immediate supervisor or Employer.

If the most economical means of travel available is by some type of transportation other than an automobile, the mode selected shall be approved by the employee's supervisor and Elected Official before departure. Travel by either airplane or train will be by coach class.

Reimbursements for first class accommodations may be permitted only when coach class is not available.

Employees who take staff vehicles home are not considered on official business during the commute unless they must regularly perform official duties during that commute.

**28-7-6 REIMBURSEMENT OF OTHER EXPENSES.** An employee shall be allowed reimbursement for the actual cost of meals in accordance with these rules but not to exceed the rates indicated in the reimbursement schedule. It is not necessary for the traveler to submit receipts when receiving per diem. It is necessary to submit receipts when receiving reimbursement for individual meals.

For breakfast, an employee only will receive reimbursement if the employee is on travel status and leaves headquarters or residence at or before **7:00 A.M.**

For lunch, travel within **fifty (50) miles** of the St. Clair County Courthouse is not reimbursed.

For dinner, an employee must be on travel status and arrive back at the headquarters or residence at or after **8:00 P.M.** For employees commencing travel after the close of business but before **6:00 P.M.**, reimbursement for dinner is allowed.

Advance per diem checks must be requested a minimum of **three (3) days** in advance. A per diem allowance is available only when overnight lodging is obtained or when the employee is on official business at least **fifty (50) miles** away from home between the hours of **7:00 A.M. to 8:00 P.M.** A per diem allowance provided in the reimbursement schedule represents the maximum daily amount allowable and is given in lieu of a meal allowance. Receipts must be submitted to support allowances other than meals when on per diem.

(A) **Reimbursement Schedule.**

Automobile Mileage - State of Illinois rate (Proof of automobile liability insurance is required to obtain automobile mileage reimbursement).

Per diem allowance/IRS per diem rate for various cities, as published in the GSA Publication (with receipts, per diem maximum allowance is **\$40.00**).

Breakfast	-	20% of IRS published rate
Lunch	-	30% of IRS published rate
Dinner	-	50% of IRS published rate

If a conference fee includes a meal, the per diem allowance shall be reduced by the amount of the particular meal included in the reimbursement schedule.

In order to be reimbursed for business expenses, the employee shall submit an expense log. This log must be signed by the employee submitting the expense claim and approved by the appropriate supervisor and division manager. An expense log shall be submitted to the accounts payable clerk and will be paid on the appropriate disbursement date. Covered expenses include, but are not limited to meals, conference fees, hotel and motel accommodations, taxi fares, parking and toll fees. Personal expenses, such as personal phone calls, in-room movies and bars, or other entertainment shall not be reimbursed. Receipts shall accompany travel requests for reimbursement.

Non-reimbursable expenses include, but are not limited to, alcoholic beverages, personal entertainment, valet service, magazines and newspapers.

Gratuities shall be reimbursed to a maximum of **fifteen percent (15%)** except for those departments, programs, or projects which are prohibited by Federal or State rules or regulations from making reimbursements for gratuities.

Employees may be reimbursed for **one (1) telephone call** per **twenty-four (24) hour** period on travel status and for emergency calls to notify of significant travel delays.

**28-7-7      REPLACEMENT OF PERSONAL ITEMS LOST OR DAMAGED.** The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, prescription sun glasses up to a value of **One Hundred Fifty Dollars (\$150.00)**, watches up to a value of **Seventy-Five Dollars (\$75.00)**, and up to a total of **One Hundred Fifty Dollars (\$150.00)** for all other items of personal equipment as approved by the Board, if such are damaged or broken during the course of an employee's duties, the employee is required to exert physical force or is attacked by another person or animal. The incident is to be documented with the immediate supervisor. Proof of value will be required.

This provision shall not apply to employees serving under the St. Clair County Sheriff's Department.

**ARTICLE VIII - REGULATIONS AND RESTRICTIONS**

**DIVISION I - GENERALLY**

**28-8-1**      **ACCIDENTS/INJURIES.** Anytime an employee is involved in an automobile accident with a County automobile or in a personal automobile while on County business, the employee shall notify his or her Employer immediately with all pertinent information, including whether personal injury is involved and whether any traffic citations were issued. All Elected Officials/Department Heads shall, within **twenty-four (24) hours**, notify the State's Attorney's Office if any traffic citations were issued to a County employee and shall provide the State's Attorney with a copy of the citations. The County employee is obligated to cooperate with the County and any of the County's legal representatives regarding the accident and any citations that may have been issued.

**28-8-2**      **APPEARANCE.** Neatness and good taste in dress, as well as care toward personal hygiene, are expected of all employees. For safety and hygienic purposes, employees may be required to comply with any appropriate dress code that is set forth by the Employer during the performance of their duties.

Employees may be requested to change inappropriate dress, and work lost while doing so will not be compensated by the Department. Employees may be evaluated on their dress and appearance. The Elected Official/Department Head is the only individual of each department who may make exceptions to the dress code.

**28-8-3**      **USE OF DEPARTMENT PROPERTY.** All department property and equipment entrusted to any employee will be used in accordance with the property's prescribed function. All damage through recklessness, gross negligence, intentional act, deliberate misuse, or theft shall be replaced and paid for by the employee committing the violation. Such replacement of property by the employee shall not be considered the exclusive remedy against the employee, and the employee may still be subject to discipline. All department property, personal lockers, and personal offices are subject to search and seizure. All department property shall be inspected by the employee's immediate supervisor prior to issuance of the property.

No department property shall be used for private or unauthorized purposes. All employees are required to return all department property or equipment in their possession upon separation, promotion, and/or transfer.

**28-8-4**      **TELEPHONE USAGE.** Good telephone habits are an indication that the Department is interested in serving the public. At all times, answer promptly and courteously. Identify yourself by name and section, be friendly and helpful. Write time and date of any message from the caller, transfer calls tactfully, give accurate information, do not keep the caller waiting and hang up carefully.

All personal telephone usage, including personal cellular telephones, whether incoming or outgoing, shall be kept to a minimum. Employees shall be charged and accountable for personal usage of County telephones. Employees shall also be responsible for the care of

Employer issued cellular units to avoid misplacement and theft. All pagers assigned to the employees shall remain "on" during working hours.

Employees shall keep incoming and outgoing personal calls to a minimum, including internet use, text messaging and any other use of personal cellular phones and any use shall not interfere with the operation of the department/elected office as determined by the Department Head or Elected Official.

**28-8-5**      **USE OF CAMERAS.** Use of cameras or camera phones is prohibited in County Buildings where security is an issue including but not limited to: secure areas of the Airport, secure areas of the Jail, courtrooms, holding cells and the Juvenile Detention Center. Cameras and camera phones are also prohibited in other areas as the Employer may dictate. Cameras and camera phones are not to be used in private areas or used to disrespect the privacy of fellow employees or the public. Violations of this policy may lead to immediate termination.

**28-8-6**      **MUSIC AN/OR VIDEO DEVICES.** Use of any music and/or video devices is prohibited during work hours, unless specifically authorized by the Employer.

**28-8-7**      **CORRESPONDENCE AND COMMUNICATIONS.** No employee shall use their official position, engage in official transactions or business to harass any individual or to secure a benefit for himself or other individuals. Courtesy should be given in all communications and correspondence, and all employees should refrain from unnecessarily criticizing any individuals or agencies concerning official transactions or business.

**28-8-8**      **PHOTO IDENTIFICATION.** St. Clair County may issue a photo I.D. card for employees.

All employees who are issued a shield badge and/or photo I.D. are required to be in possession of the badge and/or photo I.D. while on duty. Employees will not use their shield or identification card for personal business or personal gain. If a shield or identification card is lost or stolen, it must be reported to the Employer immediately.

**28-8-9**      **SPEECH AND DISSEMINATION OF INFORMATION.** Employees are encouraged to appear before civic organizations, fraternal organizations or any other group in an official capacity. Employees must notify the Employer prior to accepting such speaking engagements.

Employees are cautioned against making statements or giving impressions regarding official agency policy or position without prior expressed authority being granted. Normally, the Elected Official has the sole right to adopt and interpret the policies of the organization. If in doubt, it is always preferable to consult the Elected Official before making any statements that might possibly be misinterpreted or misconstrued by the general public or press.

The Elected Official will make all news releases concerning the Department.

The County shall comply with the **Illinois Freedom of Information Act**, and employees are allowed to disseminate information pursuant to the Act. However, employees are not allowed to disclose any information that is exempted by **Illinois Freedom of**

**Information Act** or prevented from disclosure by any other state statutes. Employees who receive **Freedom of Information Act** requests shall notify the Elected Official and shall consult with the State's Attorney's Office to ensure timely compliance.

**28-8-10**     **CONTACT WITH THE OFFICE FROM THE FIELD.** All employees working from a field position are required to contact the Department once in the morning and again in the afternoon.

**28-8-11**     **RELATIONS WITH CREDITORS.** The County shall charge employees any authorized costs when making wage deduction pursuant to court order or State or Federal statutes.

**28-8-12**     **POSSESSION OF FIREARMS.** Unless authorized by the Sheriff, Coroner, State's Attorney or Probation Department Head, no employee of any department has legal authority to carry weapons while in the performance of their official duties.

**28-8-13**     **ETHICS.** Employees will not recommend or promote the sale of any specific brand name product or equipment.

Many employees in the course of their work have access to medical information about patients, clients, employees, or other individuals. This may be medical, legal or job related information. Such information is not to be repeated or discussed outside the Department or with other personnel unless such information is a necessary part of the employee's assigned duties. Employees shall follow all State and Federal Laws as amended from time to time to ensure confidentiality.

Employees shall inform the Employer of any possible conflict of interest situations they may have.

Employees are prohibited from accepting gifts, gratuities, or any item of value for work performed on behalf of the Department. Employees will not borrow or loan money to patients, clients, probationers or any of their family. No employee will hire or provide services to patients, clients or probationers or members of their families and/or other considerations without approval of the Employer. Employees will not enter into any business transactions with patients, clients or probationers or other families without the approval of the Employer. Consultant fees and honoraria earned by employees during normal working hours must have approval granted by the Employer on a case by case basis with due consideration given to time availability, and the number of days involved and the frequency of such fees.

**28-8-14**     **GIFT BAN ACT.** All employees shall be familiar with and at all times comply with the mandates of the State of Illinois Gift Ban Act as well as the County Ordinance adopting said Act. The Gift Ban Act applies to elected officials, department heads and employees, their spouses, and to any immediate family member living with the official, department head or employee. The Act prohibits acceptance of any food or refreshments in excess of **Seventy-Five Dollars (\$75.00)** per person in value on a single calendar day. The Act prohibits acceptance of gifts from any prohibited source having a cumulative value of more than **One Hundred Dollars (\$100.00)** per calendar year. "Prohibited source" is defined as

any person or entity who does business or seeks to do business with the County, is seeking an official action by a county employee or official, conducts activity regulated by the County or its employees and/or officials or has interests that may be substantially affected by the performance of the official duties of an officer or employee.

Gifts from immediate relatives and personal friends not intending to or not having the potential to affect the performance of the county employee or office are permitted. If a prohibited gift is offered, it should be refused or if delivered without prior knowledge promptly returned. Details more extensively defining acceptable and prohibited gifts can be found in the St. Clair County Provisions 1-9-1 through 1-9-6.

**28-8-15**      **OTHER EMPLOYMENT.** Employees are prohibited from having conflicting employment while having a full-time position. An employee may not be paid by another employer for the same **thirty-seven and one-half (37 ½) hour** period employee is being paid by the Department. If a full-time employee performs outside services or employment, such services or employment must be reported to the Elected Official or appropriate board for prior approval, and advance notification must be given by the employee to the Human Resource Department.

(A)            Fees earned by an employee for serving as an instructor for a class during other than normal working hours which is not sponsored by the Department, may be retained by the employee.

(B)            Fees earned by an employee serving as an instructor for a class during other than normal working hours, jointly sponsored by the department in another community agency, will be dealt with as follows:

- (1)          No overtime will be earned and the fee retained, or;
- (2)          Overtime will be earned and the fee surrendered to the County Treasurer and recorded as miscellaneous income.

Employees who are injured while engaging in other employment must notify the Employer and the Human Resource Department.

**28-8-16**      **PHYSICAL EXAMINATIONS.** Each applicant for employment may be required to successfully complete a post-offer physical examination by a doctor of the employer's choice, including a drug screen upon the request of the Human Resource Department. At any time, employees may be required to submit to a physical examination. As a condition of their employment, the employees of the Department must authorize the release of medical testing information including drug screens to St. Clair County for departmental use only.

Each employee authorized to carry and use a gun while at work for St. Clair County, and all employees engaging in heavy manual labor as their principal form of job activity for the County shall be required to submit to an annual physical exam and/or drug screens by a doctor of the employer's choice.

Drug screens can be conducted on a random basis for any security personnel employed by the County, for any employee authorized to carry and use a gun while performing work related activities for the County and for any employee that is required to hold other than a Class A driver's license for work related purposes. For licensed medical employees and health care providers, drug screens can be done on a periodic basis with the Employer to announce the drug screens upon **thirty (30) days** written notice. For all other employees, drug screens shall be conducted upon probable cause.

The term "drug screens", as used throughout this Personnel Manual, shall be interpreted to mean screens for alcohol as well as drugs.

Employees are encouraged to come forward and disclose to the Employer, any drug or alcohol problem that the employee may currently have.

**28-8-17**     **REIMBURSEMENT OF COST OF TRAINING.** If an employee leaves the Department's employment before the completion of **three (3) years** from the initial date of employment, that employee will be liable for all costs incurred in the employee's selection, background investigation, equipment issue and training, prorated over a **three (3) year** period. Incurred training costs will be deducted from any remaining paychecks.

**28-8-18**     **PRESCRIPTION DRUG USE.** Any employee who is taking prescription or over-the-counter drugs or medication which may impact on abilities to perform work shall report the use of the drugs or medications to the immediate supervisor, along with the name and address of any medical doctors prescribing the medication.

**28-8-19 - 28-8-29**     **RESERVED.**



**DIVISION II - DRUG FREE WORKPLACE POLICY**

**28-8-30**     **PHILOSOPHY.** Drug abuse affects all aspects of our lives - it threatens the workplace as well as the home, the school, and the community. St. Clair County must take a firm stance against illicit drug use. The use of drugs, which term for the purposes of this policy shall include alcohol in the workplace, is unacceptable since it can adversely affect health, safety, and productivity, as well as public confidence and trust. When drug abuse and/or involvement interferes with an employee's efficient and safe performance of work responsibilities and/or reduces the employee's dependability and accountability, it creates a problem for the whole organization.

Drug abuse inflicts notable human expense. Personal tragedies, feelings of anxiety and depression, and diminishing coping skills are reflected on an individual level. Dysfunctional and strained relationships mark the heavy burden felt by the families of the drug and alcohol abuser.

The cost of drug abuse, both on a personal and organizational level, is unacceptable. The rising incidence in substance abuse makes it imperative that St. Clair County combat this issue by implementing a zero tolerance policy of drug use in the workplace.

**28-8-31**     **DRUG FREE WORKPLACE STATEMENT.** The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the workplace. Controlled substance means a controlled substance as defined in the Illinois Controlled Substances Act or cannabis as defined in the Cannabis Control Act. Disciplinary action, up to and including dismissal can be taken against employees for drug violations.

All employees will, as a condition of employment:

- (A)            Agree not to manufacture, distribute, dispense, or possess controlled substances or alcohol in the workplace.
- (B)            Notify their respective Elected Official/Department Head of any arrest or conviction of any local, state or federal criminal drug statute no later than **twenty-four (24) hours** after such arrest or conviction.
- (C)            Abide by the conditions set forth in this statement.

**28-8-32**     **VIOLATIONS.**

- (A)            Employees are subject to discipline, including discharge for violation of the above policy.
- (B)            Require the satisfactory participation and completion of a State licensed drug rehabilitation program, as sanctioned by the employer.
- (C)            St. Clair County shall notify the appropriate State Agency from which grant funds were received of the employee's conviction within **ten (10) days** after receiving notice from an employee of any criminal drug statute conviction for a violation in the workplace.

**28-8-33**     **EMPLOYEE ASSISTANCE.** Referral information for behavioral health and substance abuse treatment services is available by contacting the Mental Health Board at 277-6022.

**28-8-34**     **EDUCATION.** St. Clair County will provide educational information to all employees regarding the dangers of drug abuse in the workplace.

**28-8-35**     **ADDITIONAL PROVISIONS.** There is no requirement by the employer to keep an employee on active employment status who is receiving rehabilitative treatment if it is determined that the employee's current use of drugs prevents the individual from performing work related duties or whose continuance on active status could constitute a threat to the property and/or safety of others. The employee shall pay for all costs of rehabilitation. The employee may use accumulated paid leave, and take unpaid leave pending treatment, at the discretion of the employer, and so long as the employee advised the Elected Official/Department Head of use or abuse of drugs prior to occurrence of reasonable suspicion.

**28-8-36 - 28-8-39**     **RESERVED.**

**DIVISION III - COMPUTER POLICY**

**28-8-40**     **COMPUTER USAGE.**     Routinely all personnel will have access to a computer. The following procedures must be adhered to:

(A)           All employees shall only use the "Log-in ID", "User ID" and "Passwords" assigned to them, i.e. use of a supervisor "User ID" and "Passwords" by a line officer is prohibited unless authorized by the Administration. Use is a privilege, not a right, which may be suspended or terminated by Employer when, in his/her judgment, this policy has been violated by the user.

No employee is authorized to share their "password" with anyone except the Supervisor assigned to overlook all passwords in the department.

(B)           It is not permissible to use county computers and equipment in any inappropriate manner, such as to disgrace the department or a fellow employee. It is forbidden to use profanity or vulgar language on any department computer equipment.

(C)           Only floppy disks which are requisitioned from the county storerooms and the data processing department are authorized to be used in department computers. No outside floppy disks will be authorized to be used except with permission from Administration.

(D)           No employee shall be allowed to do personal work at his or her county computer. This is with or without the use of any floppy disk.

(E)           No employee shall be allowed to copy any county or department document to a floppy disk and use it outside the office without permission from Administration.

(F)           No employee shall be allowed to have any unauthorized programs, utilities, games or files on their county PC.

(G)           Any variance from the above procedures must have prior Administration permission.

Information and data maintained in the electronic media on County computer system are protected by the same laws and policies, and are subject to the same limitations, as information and communications in other media. Said information and data are the property of the County.

Before storing or sending confidential or personal information, users should understand that most materials on County system are, by definition, public records. As such, they are subject to laws and policies that may compel the County to disclose them. The privacy of the materials kept in electronic data storage and electronic mail is neither a right nor is it guaranteed.

**29-8-41**     **ELECTRONIC COMMUNICATIONS.**

(A)           **Introduction/Purpose.**     This policy is intended to serve as a guide on the proper use of the St. Clair County ("SCC") electronic communication systems. This policy covers the use of all forms of electronic communications, including but not limited to e-mail, voice mail, fax machines, external bulletin boards, Intranet and the Internet, and applies to all Users. Users are expected to read, understand and follow the provisions of this policy and will be held responsible for knowing its contents. Use of the SCC electronic communication system constitutes acceptance of this policy and its requirements.

SCC provides electronic mail (e-mail) and/or Internet access to SCC Elected Officials and Staff who need it to perform the functions of their position. The purpose of this document is to communicate to all SCC Personnel their responsibility for acceptable use of the Internet and e-

mail (whether sent over the Internet or over SCC's own network). Policies and procedures are also outlined for the disclosure and monitoring of the contents of e-mail messages stored in the system when required.

SCC's objectives for Employees to use e-mail and/or the Internet include:

- (1) exchanging information more efficiently than by telephone or written memorandum;
- (2) gathering information and performing research for departments; and
- (3) reducing the handling of paper copy.

**28-8-42**     **POLICY DEFINITIONS.** As used in this Policy, the terms listed below shall be defined as follows:

(A)           **Electronic Mail (e-mail).** Electronic mail may include non-interactive communication of text, data, image, or voice messages between a sender and designated recipient(s) by systems utilizing telecommunications links. It may also include correspondence transmitted and stored electronically using software facilities called "mail", "facsimile", "messaging" systems or voice messages transmitted and stored for later retrieval from a computer system.

(B)           **Encryption Software.** Proprietary software that changes information from its native state to an unrecognizable coded state that can only be returned to its native state with special software.

(C)           **Internet.** A worldwide network of networks, connecting informational networks communicating through a common communications language or "Protocol".

(D)           **Intranet.** An in-house web site that serves the Users of SCC. Although Intranet pages may link to the Internet, an Intranet is not a site accessed by the general public.

(E)           **World Wide Web.** An Internet client-server distributed information and retrieval system based upon hypertext transfer protocol (http) that transfers hypertext documents that can contain text, graphics, audio, video, and other multimedia file types across a varied array of computer systems.

(F)           **Users.** Electric Officials, Department Heads, Employees, Volunteers, Contractors, and Consultants.

(G)           **Firewall.** An electronic device used to protect private networks from unauthorized access from Users on the Internet.

**28-8-43**     **OWNERSHIP.** The electronic communication system is the property of SCC. All computer equipment, computer hardware and computer software provided by SCC are the property of SCC. All communications and information transmitted by, received from, or stored in these systems are the property of SCC.

**28-8-44**     **USE OF ELECTRONIC COMMUNICATIONS.** SCC's electronic communication systems, including e-mail and the Internet, are intended for County business use only. Personal uses of the Internet and e-mail systems are prohibited. SCC reserves the right to use filtering software to block access to Internet sites that are considered inappropriate or non-productive. The filtered sites are to be reviewed and approved by the County Board Chairman.

Before using these systems, all Users shall understand that any information that is created, sent, received, accessed or stored in these systems will be the property of SCC and will not be private. If a User is permitted to use electronic communication systems, such use shall not violate any section of this policy or interfere with User's work performance.

Users shall use the same care and discretion when writing e-mail and other electronic communications as they would with any formal written communication. Any messages or information sent by Users to other individuals via electronic communication systems, such as the Internet or e-mail, are statements identifiable and attributable to SCC. Consequently, all electronic communications sent by Users shall be professional and comply with this policy.

**28-8-45 PROHIBITED COMMUNICATIONS.** Under no circumstances may any User operate the SCC's electronic communications systems for creating, possessing, uploading, downloading, accessing, transmitting or distributing material that is illegal, sexually explicit, discriminatory, defamatory or interferes with the productivity of coworkers. Specifically prohibited communications include, but are not limited to, communications that promote or transact the following: illegal activities; outside business interests; malicious use; personal activities (including chat rooms); jokes; political causes; football pools or other sorts of gambling; recreational games; the creation or distribution of chain letters; list servers for non-work purposes; "spams" (mailing to a large number of people that contain unwanted solicitations or information); sexual or any other form of harassment; discrimination on the basis of race, creed, color, gender, religion or disability; or for solicitations or advertisements for non-work purposes. Users may not engage in any use that violates copyright or trademark laws.

Also prohibited is any activity that could negatively impact public trust and confidence in SCC or create the appearance of impropriety.

Users are also prohibited from posting information, opinions or comments to Internet discussion groups (for example: news groups, chat, list servers or electronic bulletin boards). Under no circumstances may any User represent their own views as those of SCC.

Users may not disclose confidential or sensitive information. Personal information such as the home addresses, phone numbers, and social security numbers of Elected Officials or Employees should never be disclosed on the Internet.

**28-8-46 NO PRESUMPTION OF POLICY.** Although Users may use passwords to access some electronic communication systems, these communications should not be considered private. Users should *always assume* that any communications, whether business-related or personal, created, sent, received or stored on SCC's electronic communication systems may be read or heard by someone other than the intended recipient.

Users should also recognize that e-mail messages deleted from the system may still be retrieved from the computer's back-up system when requested by authorized personnel. Consequently, messages that were previously deleted may be recreated, printed out, or forwarded to someone else without the User's knowledge.

**28-8-47 SCC'S RIGHT TO MONITOR USE.** Under authorization of the County Board Chairman, SCC may monitor, intercept, access, and disclose all information created, sent, received, or stored on its electronic communication systems at any time, with or without notice to the User. The contents of computers, voice mail, e-mail and other electronic

communications will be inspected when there are allegations that there have been breaches of confidentiality, security, or violations of this Electronic Communications Policy. These inspections will also be conducted when it is necessary to locate substantive information that is not readily available by less intrusive means. Before providing access to store electronic communications such as e-mail messages, written authorization will be required from the County Board Chairman.

The contents of the computers, voice mail, e-mail and other electronic communications may be turned over to the appropriate authority when there are allegations that there have been violations of law.

In addition, SCC will regularly monitor and maintain a log of the User's Internet access, including the type of sites accessed, the name of the server, and the time of day that access occurs. The Employer will have access to this log upon request. They may use this information that was obtained through monitoring as a basis for employee discipline.

The County Board Chairman may authorize individuals for investigative purposes in activities otherwise prohibited by this policy.

**28-8-48 PROHIBITED ACTIVITIES.** Users shall not download software programs of any kind. No software is to be installed on SCC computers without the approval of the Director of Data Processing. Users may not upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or confidential, private or proprietary information or materials. Users may not use SCC's electronic communication systems to gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way, nor may Users use someone else's code or password or disclose anyone's code or password including their own. It is a violation of this policy for Users to intentionally intercept, eavesdrop, record or alter another person's Internet and e-mail messages. Users may not allow unauthorized individuals to have access to or use SCC's electronic communication systems, or otherwise permit any use that would jeopardize the security of SCC's electronic communication systems. Also, Users may not post an unauthorized home page or similar web site.

Users may not make unauthorized commitments or promises that might be perceived as binding SCC. Users must use their real names when sending e-mail messages or other electronic communications and may not misrepresent, obscure or in any way attempt to subvert the information necessary to identify the actual person responsible for the electronic communication. Sending an e-mail message under a fictitious or false name is a violation of this policy. Likewise, using another User's account or login ID constitutes a violation of this policy.

**28-8-49 PASSWORDS.** Each User will maintain a unique password. Users must keep their passwords confidential and must never leave their computers unattended when logged into the system. Passwords shall be changed whenever a password may have been compromised or revealed or when the computer security system requests a new password.

Directories of User e-mail addresses may not be made available for public access. No visitors, contractors or temporary employees may use SCC's e-mail without prior written authorization from the County Board Chairman.

**28-8-50**     **INTERNET USAGE.** Access to the Internet from any PC connected to SCC's network is only allowed in accordance with this policy. Alternate methods of Internet access, such as using a modem to access a personal dial-up Internet account is prohibited as it may compromise the SCC's network security exposing it to potential harm from computer hackers.

Sessions on the Internet are logged automatically in exactly the same way that phone numbers are logged in the phone system. Do not use the Internet for tasks that you would not want to be logged.

Web browsers leave "footprints" providing a trail of all site visits. Do not visit any site where you would be reluctant to leave your name and work locations.

Use appropriate judgment before filling out a form included in a Web page. The form shall pass through many interconnecting computers and networks before reaching its destination. Other individuals will be able to eavesdrop on it. Personal or valuable information on the form may not remain confidential. Under no circumstances should you ever put a Social Security number on the Internet.

An Internet message sent from SCC's address constitutes a County communication; therefore, it should be composed and structured correctly. Whenever possible, spell check messages prior to transmission, especially when sending to a non-County address.

Sending e-mail from the County's address can be likened to sending a letter on County letterhead. Messages may be forwarded by the recipient to others, printed in a location where others may view the message, and/or directed to the wrong recipient. Also, computer forensic experts can often retrieve e-mail previously deleted. An ill-considered remark can return to haunt the sender later.

Be courteous and follow generally accepted standards of etiquette. Protect others privacy and confidentiality. Consider SCC's needs before sending, filing, or destroying e-mail messages. Remove personal messages, temporary records and duplicate copies in a timely manner.

**28-8-51**     **RECORDS RETAINED.** Certain significant types of e-mail messages or their attached files may be considered records and should be retained if required by County's record-retention policies. Examples of messages sent by e-mail that may constitute records include:

- (A) policies and directives;
- (B) correspondence or memoranda related to official business;
- (C) work schedules and assignments;
- (D) agendas and minutes of meetings;
- (E) drafts of documents that are circulated for comment or approval;
- (F) any document that initiates, authorizes, or completes a business transaction; and
- (G) final reports or recommendations.

**28-8-52**     **RECORDS DISPOSAL.** The content and maintenance of a User's electronic mailbox are the User's responsibility. The content and maintenance of a User's disk storage area are the User's responsibility. Each User should review his/her electronic records for deletion every **thirty (30) days**.

Messages of transitory or little value that are not normally retained in record-keeping systems should be regularly deleted. Informational messages, such as meeting notices, reminders, informal notes, and telephone messages should be deleted once the administrative purpose is served. If it is necessary to retain any e-mail message for an extended period, transfer it from the e-mail system to an appropriate electronic or other filing system. With the approval of the County Board Chairman, the Director of Data Processing or one of his/her staff members designated by him/her is permitted to remove any information retained in an e-mail system for more than **thirty (30) days**.

**28-8-53**     **ACCESSING USER E-MAIL DURING ABSENCE.** During a User's absence, the Employer may authorize the Data Processing Director to access the User's e-mail messages and electronic Internet records without the consent of the User when necessary to carry out normal business functions.

**28-8-54**     **FIREWALLS AND NETWORK PROTECTION.** Firewalls and other devices to ensure the safety of the SCC private network will be installed to protect all SCC Electronic Communication Systems. Local Governments are often targets of hackers and unauthorized intrusions because of the unique types of information stored on their systems. For this reason, SCC takes a *very cautious* approach to security regarding the Internet and e-mail. Policies to ensure the security of the system include, but are not limited to: blocking access to certain Internet sites; filtering out potentially threatening e-mail attachments; filtering out dangerous types of web pages including Java Script, and ActiveX programs. Other methods of security may be deployed as new threats are discovered.

Any attempts to bypass or disable the security features installed by SCC will be in violation of this policy and may result in disciplinary action.

**28-8-55**     **PASSWORD PROTECTION.** Users should use caution when using encryption software or password protecting their files. Password protected files cannot be retrieved without the necessary password. SCC is not responsible for any lost, damaged or inaccessible files that result from password protection.

**28-8-56**     **VIRUSES AND TAMPERING.** Any files downloaded from the Internet must be scanned with virus detection software before installation and execution. All computers designated as having access to the Internet and e-mail must have virus detection software installed on them. Users may not deliberately disable the virus protection capabilities of these systems. The intentional introduction of viruses, attempts to breach system security, or other malicious tampering with any of SCC's electronic communication systems is expressly prohibited. Users must immediately report any viruses, tampering or other system breaches to the Data Processing Director.

Many viruses are transmitted through the e-mail system as attachments. Caution should be practiced prior to the accessing of any attachments to e-mail messages. Never access any unexpected attachments without verifying the source and reason for it, even if you recognize the sender of the e-mail. It is common practice for hackers to alter the source of an e-mail in an attempt to spread a virus.



**28-8-57**     **DISCLAIMER OF LIABILITY FOR USE OF THE INTERNET.** SCC is not responsible for material viewed or downloaded by Users from the Internet. The Internet provides access to a significant amount of information, some of which contains offensive, sexually explicit and inappropriate material. It is difficult to avoid contact with this material; therefore, users of the Internet do so at their own risk.

**28-8-58**     **DUTY NOT TO WASTE ELECTRONIC COMMUNICATIONS RESOURCES.** Users must not deliberately perform actions that waste electronic communication resources or unfairly monopolize resources to the exclusion of other Users. This includes, but is not limited to, subscribing to list servers, mailing lists or web sites not directly related to the User's job responsibilities; spending nonproductive time on the Internet; and doing large non-work related file downloads or mass mailings. Electronic communication resources are limited and Users have a duty to conserve these resources.

**28-8-59**     **E-MAIL ADDRESSES.** SCC reserves the right to keep a User's e-mail address active for a reasonable period of time following the User's departure to ensure that important business communications reach their respective department.

**28-8-60**     **FREEDOM OF INFORMATION ACT REQUESTS.** SCC will not accept Freedom of Information Act (F.O.I.A.) requests from the public via the Internet. If a citizen e-mails a F.O.I.A. request to a User, the employee should notify the citizen that these requests must be made in writing and addressed to the attention of the Employer.

**28-8-61**     **USE OF CREDIT CARDS ON THE INTERNET.** Before making purchases on the Internet, Users who are authorized to use SCC credit cards must ensure that they are using a secured site. SCC recommends that Users do not use their credit cards over the Internet and expressly disclaims responsibility for any loss or damages that results from credit card usage over the Internet.

**28-8-62**     **VIOLATIONS.** Violations of this policy may subject employees to disciplinary action ranging from the removal of electronic communication privileges to dismissal from employment. SCC employees who observe violations of this policy are obligated to report the violations to their Employer.

**28-8-63**     **POLICY CHANGES.** SCC reserves the right to change this policy at any time without notice. Nothing in this policy is intended or should be construed as an agreement and/or a contract expressed or implied. Policy changes will be disseminated electronically or in written form within **forty-eight (48) hours** of taking effect.

**28-8-64**     **RESERVED.**

**DIVISION IV - SEXUAL MISCONDUCT POLICY**

**28-8-65**     **SEXUAL MISCONDUCT POLICY STATEMENT.** St. Clair County will not tolerate and will seek to eradicate any behavior by its employees, volunteers or students which constitutes sexual misconduct toward another employee, volunteer or student. "Sexual misconduct" means any actual, attempted or alleged sexual molestation, assault, abuse, sexual exploitation or sexual injury. "Sexual misconduct" does not include "sexual harassment".

**28-8-66**     **REPORTING PROCEDURES AND DESIGNATED SEXUAL ABUSE COORDINATOR.** It is the express policy of the County to encourage victims of sexual misconduct, and their parents or guardians in the case of minors, to come forward with such claims. The County shall designate a Sexual Abuse Coordinator who shall remain accountable for the implementation and monitoring of this policy. The identity of the Sexual Abuse Coordinator shall remain on file with the County. In order to conduct an immediate investigation, any incident of sexual misconduct shall be reported as quickly as possible in confidence, as follows:

(A)           **Employees and Volunteers.** Employees and volunteers are required to report any known or suspected incidents of sexual misconduct. They must also report to their supervisor or the Sexual Abuse Coordinator. If the person to whom an employee or volunteer is directed to report is the offending person, the report should be made to the next higher level of administration or supervision.

(B)           **Investigation and Confidentiality.** All formal complaints will be given a full impartial and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties' confidentiality cannot be guaranteed.

(C)           **Discipline.** Any County employee or volunteer who is determined, after an investigation, to have engaged in sexual misconduct in violation of this policy will be subject to disciplinary action up to and including discharge.

False accusations regarding sexual misconduct will not be tolerated, and any person knowingly making a false accusation shall likewise be subject to disciplinary action up to and including discharge, with regard to employees or volunteers.

The County shall discipline any individual who retaliates against any person who reports alleged sexual misconduct or who retaliates against any person who testifies, assists or participates in an investigation, a proceeding or a hearing relating to a sexual misconduct complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**28-8-67**     **CHILD ABUSE.** Sexual abuse of a minor is a crime.

(A)           **Child Abuse Incident Reporting and Follow-Up.** Any case of known or suspected child abuse of a minor must be reported immediately in compliance with Illinois mandatory reporting guidelines and to the Child Abuse Coordinator and the State's Attorney's Office.

In the event that the Designated Child Abuse Coordinator is first notified of an incident of known or suspected child abuse, the Designated Child Abuse Coordinator shall immediately notify the child's parent or legal guardian as the case be, and the appropriate legal authorities as required by state or local law. The Child Abuse Coordinator shall prepare a Suspected Child Abuse Standard Report and immediately follow-up to investigate the incident and to ascertain

the condition of the child. The Designated Child Abuse Coordinator shall communicate any questions or concerns about any incident with the State's Attorney.

Any employee or volunteer involved in a reported incident of sexual misconduct or child abuse shall be immediately relieved of responsibilities that involve interaction with minors or shall be suspended, as determined by the employee's supervisor. Reinstatement of employees or volunteers involved in a reported incident of child abuse shall occur only after all allegations of child abuse have been cleared by the County.

(B) **Maintenance of Records and Documents.** The Designated Child Abuse Coordinator shall maintain all records and documentation required by law or otherwise required by this and other such related policies of the County including all documents related to procedures for hiring-screening, employee/volunteer code of conduct, training, sign-in/sign-out, pick-up and release procedures, incident reporting follow-up and disciplinary action.

**THIS POLICY IS TO BE REVIEWED AND SIGNED BY ALL EMPLOYEES AND VOLUNTEERS.**

28-8-68 - 28-8-70

**RESERVED.**

**DIVISION V - SEXUAL HARASSMENT POLICY**

**28-8-71**     **PURPOSE.**     The purpose of this policy is to (1) more clearly define sexual harassment, and (2) more clearly state the policy of St. Clair County regarding such behavior. Sexual harassment is a violation of basic human rights fully recognized by the State of Illinois.

**28-8-72**     **POLICY.**     It is the responsibility of each individual employee to refrain from sexual harassment, and it is the right of each individual employee to work in an environment free from sexual harassment. The County will not tolerate sexual harassment in any form. Nor will it tolerate false or malicious accusations of sexual harassment. The County will remain uncompromised in providing and preserving a professional atmosphere free from sexual harassment of any kind.

**28-8-73**     **DEFINITION OF SEXUAL HARASSMENT.**     According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature where:

- (A)             submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (B)             submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- (C)             such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One such example is a case where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity.

Other conduct commonly considered to be sexual harassment includes:

- Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside their presence, of a sexual nature.
- Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: Posters, signs, pin-ups or slogans of a sexual nature.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual

harassment by a standard of what would offend a "reasonable woman" or a "reasonable man", depending on the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey", "darling", and "sweetheart" is objectionable to any women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace.

"That's an attractive dress you have on."

"That's an attractive dress, it really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on the individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

**28-8-74      RESPONSIBILITY OF INDIVIDUAL EMPLOYEES.** Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with the Authority's policy or a bargaining agreement, as appropriate.

An employee who either observes or believes herself/himself to be the object of sexual harassment is responsible for reporting the incident(s) to his/her supervisor or the EEO Officer.

**28-8-75      RESPONSIBILITY OF SUPERVISORY PERSONNEL.** Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as you would deal with other forms of employee misconduct.

The courts have found that the organization as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor customer, sales representative or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline, or on the supervisor acting as an agent of the organization. As such supervisors must act quickly and responsibly, not only to minimize their own liability but also that of the agency.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint with seriousness, take prompt action to investigate it, report it and end it, implement appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint. The agency's Equal Employment Opportunity (EEO) Officer will consult with supervisors on the proper procedures to follow.

Supervisors must report any incidents or complaints of sexual harassment to the Authority's EEO Officer on the date of the alleged occurrence, or the very next business day.

In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

**28-8-76**     **PROCEDURES FOR FILING A COMPLAINT.** An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to both the supervisor and offending employee. It is not necessary for sexual harassment to be directed at the person making the complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

No one making a complaint will be retaliated against even if the complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

The process for making a complaint about sexual harassment falls into several stages:

(A)           Direct Communication: If there is sexually harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

(B)           Contact with Supervisory Personnel: At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or the EEO Officer. If the harasser is the immediate supervisor, the problem should be reported to the next level of supervisor or the EEO Officer.

(C)           Formal Written Complaint: An employee may also report incidents of sexual harassment directly to the EEO Officer. The EEO Officer will counsel the reporting employee and be available to assist with filing a formal complaint. The EEO Officer will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

(D)           Resolution Outside County: It is hoped that most sexual harassment complaints and incidents can be resolved within an agency. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within **one hundred eighty (180) days** of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within **three hundred (300) days**.

An employee who is suddenly transferred to a lower paying job or passed over for promotion, after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within **one hundred eighty (180) days** (IDHR) or **three hundred (300) days** (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

**28-8-77**     **TRAINING.** The EEO Officer is responsible for ensuring that supervisors and staff are trained and made aware of the full range of practices that might constitute sexual harassment.

**28-8-78**     **FALSE AND FRIVOLOUS COMPLAINTS.** False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

**28-8-79 - 28-8-80**     **RESERVED.**

**DIVISION VI - AMERICANS WITH DISABILITY ACT GRIEVANCE PROCEDURE**

**28-8-81**     **SUBMISSION OF COMPLAINTS.** All complaints regarding access or alleged discrimination should be submitted in writing to the American with Disabilities Act Coordinator for resolution. A record of the complaint and action taken will be maintained. A decision by the ADA Coordinator will be rendered promptly.

**[NOTE: The ADA Coordinator is Marilyn Vise c/o St. Clair County of Illinois, 19 Public Square, Suite 150, Belleville, IL 62220.]**

**28-8-82**     **UNRESOLVED ISSUES.** If the complaints cannot be resolved to the satisfaction of the complainant by the ADA Coordinator, then for building accessibility issues, the matter shall be turned over to the Public Building Commission for consideration. For employment and public service issues, the matter will be forwarded to the Judiciary Committee for consideration.

**28-8-83**     **UNRESOLVED BY JUDICIARY COMMITTEE.** If the complaint cannot be resolved to the complainant's satisfaction by the Judiciary Committee, the complaint will be reviewed and decided upon by the County Board Chairman. The decision of the County Board Chairman shall be considered final.

**28-8-84**     **RECORDS MAINTAINED.** A record of action taken on each request or complaint shall be maintained as a part of the records or minutes at each level of the grievance process.

**28-8-85**     **LAWSUITS AS REMEDY.** The individual's right to prompt and equitable resolution of the complaint shall not be impaired by his/her pursuit of other remedies, such as the filing of a complaint with the U.S. Department of Justice or any other appropriate federal agency. Furthermore, the filing of a lawsuit in state or federal district court can occur at any time. The use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

**28-8-86 - 28-8-90**     **RESERVED.**

**DIVISION VII - EQUAL EMPLOYMENT**

**28-8-91**     **DISCRIMINATION.** No person shall be discriminated against in any aspect of employment on the basis of race, color, religion, sex, national origin, age, handicap or disability, ancestry, marital status, political affiliation, or any other prohibited form of discrimination under Federal or State law or government contract regulations.

All employees shall adhere to this nondiscriminatory policy.



**ARTICLE IX - RIGHTS OF EMPLOYEES**

**28-9-1**      **PERSONNEL FILE.** Employees are allowed to look at their own personnel files during normal business hours. Persons wishing to view their own file shall file a written request with the Employer or designated representative. A copy of said request shall be placed in the employee's personnel file. Nothing should be placed in an employee's personnel file nor shall anything be removed from the file without the consent of the Employer. Records of prior grievances and discipline action shall be maintained in the employee's personnel file. The final decision to remove items lies within the discretion of the Employer.

**28-9-2**      **REFERENCES.** Employees or former employees have the right to obtain references or recommendations. Such references shall provide the applicable date of hire and the last date employed, and a general description of the applicable job duties. Additional comments concerning the employee or former employee's job performance dependabilities lies within the sound discretion of the Employer.

**28-9-3**      **SAFETY.** The Employer shall implement any safety procedures adopted by the County, and employees shall comply with any of the safety procedures.

All department employees are directed to report any hazardous conditions to their supervisor immediately.

Due to the open-office design of many department buildings, it is impossible to provide security for personal belongings left unattended. Staff members are advised to keep their wallets, purses, etc. in their possession at all times. The Department cannot be responsible for losses due to theft.

**28-9-4**      **ALCOHOL AND DRUG PROBLEMS.** The demands of the modern world are being felt by everyone. Our daily lives are more complicated and more hectic than ever. The majority of St. Clair County families have **two (2)** breadwinners. Children often have jobs of their own. In addition, everyone is involved in outside activities of all types. The modern world can be a two-edged sword: rewarding and enriching on one side and extremely sharp and stressful on the other.

Unfortunately, the stress of our world sometimes leads to abuse of alcohol and/or drugs, or other behavioral health problems. St. Clair County wants to assure its employees that, if there comes a time when you are experiencing or worried about an alcohol and/or drug problem, or any other behavioral health problem, that resources are available in the community to assist an employee or his/her family. The County does provide information and a list of services available for any employee who requests such assistance.

**ARTICLE X - RIGHTS OF EMPLOYER**

**28-10-1**     **EMPLOYER RIGHTS DEFINED.** The employee recognizes that St. Clair County possesses the exclusive right to operate and direct the employees of St. Clair County in all aspects, including, but not limited to, all rights and authority granted by law.

The employee further recognizes that this Code is not a binding contract between St. Clair County and the employee. Nothing contained in this Code shall be construed as creating an employment agreement between the County and its employees from time to time.

The County has the right to unilaterally create new employment policies and regulations not mentioned in this Code, and to change provisions of this Code without prior notice, approval or consent of the employees of St. Clair County.

The employer reserves the right to designate which employees shall be considered supervisors.

The employer has the ultimate responsibility for proper management including but not limited to responsibilities and the right for the following:

(A)           To maintain executive management and administrative control of the Department and its property, facilities and staff.

(B)           To hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion.

(C)           To direct, supervise, promote, suspend, discipline, terminate, assign and schedule employees.

(D)           To relieve employees from duties because of a lack of work or funds, or under conditions where continued work would be inefficient or nonproductive or under conditions as may be deemed necessary or advisable by the Department.

(E)           To determine services to be rendered, operations to be performed, utilization of technology and budgetary matters.

(F)           To determine the methods, processes, means, job classifications and personnel by which the operations of the Department are to be conducted.

It is recognized that the employer normally exercises most of the powers, rights, authorities, duties and responsibilities through and with the cooperation of the administrative staff.

**ARTICLE XI – LENGTH OF SERVICE**

**28-11-1**     **SERVICE LENGTH DEFINED.** Length of service is defined as the length of continuous service of an employee since the employee's last date of hire with the County within the employee's department. In the event an employee is transferred from or to another department of the County, the employee's total continuous employment with the County will be used as the basis for vacation and sick leave only.

An employee's continuous service record shall be broken by voluntary resignation or discharge. If such continuous service is broken due to curtailment of operation, said employee shall be considered on layoff.

**ARTICLE XII – EXEMPTIONS**

**28-12-1**     **COLLECTIVE BARGAINING AGREEMENTS EXCLUDED.** All sections and subsections of this Code shall not apply to the employees governed by a collective bargaining agreement provided the subject matter in the Collective Bargaining Agreement sections are the same.

Nothing contained in this Personnel Code shall in any way affect, abrogate, preempt or exclude any rights of any employees granted pursuant to the affirmative action plan of St. Clair County, or the affirmative action plan of Intergovernmental Grants Department, for the employees of that department.

All employees covered through St. Clair County Sheriff's Department Merit Commission are exempt from this Code as to hiring, promotion, discipline, or dismissal, but are otherwise covered by this Code.

**ARTICLE XIII - DISCIPLINE**

**28-13-1**     **PROCEDURE.** The formal disciplinary process is a five-step procedure, but dismissal may occur at any step in the process. Employer may use the Discipline Form attached as Appendix C for documentation purposes. Under normal circumstances, these steps would be as follows:

(A)           **Verbal Reprimand.** A verbal reprimand informs an employee of unsatisfactory conduct, attitude or performance, and acknowledges that continued such actions will result in more severe disciplinary actions. The reprimand should be done in private, and should be documented with the date and nature of the problem and placed in the employee's personnel file.

(B)           **Written Reprimand.** A written reprimand informs an employee of unsatisfactory conduct, attitude or performance. A written reprimand is more severe than a verbal reprimand, but serves the same purpose to acknowledge further unsatisfactory conduct, attitude, or performance will result in more severe disciplinary action. A copy of the written reprimand will be sent to the employee, the Employer and employee's personnel file.

(C)           **Probation.** Employee may be placed on probation by the Employer if the employee's performance is substandard and/or the employee's conduct and behavior are inappropriate and not condoned by management. Employee may be placed on probation not to exceed **six (6) months**. At the end of **three (3) months**, an informal evaluation of the employee's performance will be conducted. At the end of the probationary period, the employee's performance will be formally evaluated. Evaluations will determine if the employee should be retained. If the employee violates the conditions of the probation, the employee may be subject to termination. Removal from probationary status is based upon satisfactory completion of the probationary period, recommendation from the employee's immediate supervisor, and approval of the Employer.

(D)           **Administrative Leave.** An employee may be placed on administrative leave by the Employer with or without pay and benefits pending an investigation based on alleged violation of the department and/or County policies and procedures. Said administrative leave may be extended for a period of time the investigation continues but no longer than **thirty (30) days**.

(E)           **Suspension.** Suspension of an employee shall be at the discretion of the Employer. The suspension will result in a loss of salary for the period of the suspension. Upon return to work the suspended employee will be placed on probationary status for a period not to exceed **six (6) months**. If the employee violates the conditions of the probation, the employee may be subject to termination. Removal from probationary status is based upon satisfactory completion of a probationary period, a recommendation from the employee's immediate supervisor, and the approval of an Employer. The period of suspension may be up to but not exceeding **one hundred eighty (180) days** off in one calendar year unless the employee is suspended for a criminal act, then his/her suspension shall last until the criminal matter is concluded. The suspension may include demotion, and is within the discretion of the Employer.

In order to continue to receive medical and insurance benefits during a suspension, the employee shall contribute both the employee and employer's share of IMRF and insurance costs.

Length of service or benefits shall not accrue or accumulate during a suspension.

If a suspension is approved by the County Board, coverage under Illinois Municipal Retirement Fund may be maintained pursuant to IMRF rules and regulations.

(F) **Dismissal.** All employees are subject to discharge by the Employer during any of the disciplinary steps. Upon dismissal, all benefits are terminated immediately and any prepaid benefits shall be refunded.

(G) **Code of Conduct.** Disciplinary action may be brought against an employee for the following, including but not limited to:

- (1) Violating any provisions of this Personnel Code.
- (2) Knowingly falsifying a report.
- (3) Being insubordinate to or showing disrespect towards superiors.
- (4) Neglecting to perform the job or performing the job inefficiently.
- (5) Engaging in any conduct unbecoming of a County employee or that discredits the County.
- (6) Leaving the assigned job without permission.
- (7) Absence from work without leave or permission.
- (8) Willfully destroying or damaging any property of the County.
- (9) Taking or giving bribes.
- (10) Being under the influence of intoxicating beverages while at work.
- (11) Using, manufacturing, distributing, dispensing, or possessing any statutorily defined illegal drugs, narcotics, or controlled substances, or failing to report to the employee's Elected Official/Department Head any arrest or conviction for using, manufacturing, distributing, dispensing, or possessing any statutorily defined illegal drugs, narcotics, or controlled substance.
- (12) Failure of any employee to notify their Elected Official/Department Head within **five (5) days** after an arrest or conviction of a violation of any state or federal criminal statute.
- (13) Using a County vehicle without the knowledge of the immediate supervisor.
- (14) Improperly operating a County vehicle or permitting an unauthorized person to operate a County vehicle.
- (15) Excessive unexcused absence from work or tardiness.
- (16) Possession of explosives, firearms or other dangerous weapons on County premises, unless otherwise permitted.
- (17) Use of overtime for other than work purposes.
- (18) Failure to follow any safety rules, regulations, or manuals.
- (19) Gambling during working hours.
- (20) Sleeping on the job.
- (21) Being discourteous to the public.
- (22) Engaging in, or instigating or causing an interruption or impeding work activities.
- (23) Substantial misrepresentation of facts in obtaining employment with the County.
- (24) The use or consumption of County property for personal or private purposes, or the use of County employees during working hours for such purposes.
- (25) Disorderly conduct during working time or on County premises, including fighting, interfering with work of another, or threatening or abusing any person by word or act.
- (26) Unauthorized use of County property such as County owned vehicles, equipment and materials.

- (27) Abuse of sick leave by misrepresentation of the leave request.
- (28) Violation of a written order of an Elected Official.
- (29) Releasing confidential information.
- (30) Using or attempting to use an official position to secure special privileges, exemptions, or personal gain except as may be otherwise provided by law.
- (31) Engaging in disreputable acts and not conducting themselves with "good moral character".
- (32) Abuse of telephone usage.
- (33) Theft of any County or employee property.
- (34) Discriminating against any person, individual, entity, co-employee, on the basis of race, color, religion, sex, national origin, age, handicap or disability, ancestry, marital status, sex harassment or any other prohibited form of discrimination under federal or state law or government contract or grantee regulations.
- (35) Failure to perform essential functions of his/her position.
- (36) Abusing County computer equipment.
- (37) Allowing drug and/or alcohol in or on machinery and/or vehicles.
- (38) Unauthorized Leave.

(H) **Political Activities.** No form of discipline can occur because of any employee's political beliefs or affiliation. This prohibition on discipline does not apply to individuals in policy making or confidential positions or where an overriding interest or vital importance exists.

The County also recognizes that false accusations can have serious affects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to establish a pleasant working environment free of discrimination.

**ARTICLE XIV – GRIEVANCE PROCEDURE**

**28-14-1**     **PURPOSE OF.** The purpose of a grievance procedure is to establish and maintain harmonious and cooperative working relationships between St. Clair County and its employees, to assure equitable treatment of employees, and to provide expeditious means of resolving employee dissatisfaction over circumstances, conditions of employment or disciplinary action.

Strict adherence to the grievance procedures and time limits is mandatory, except that the time limits may be extended for good cause.

A grievance is defined as a dispute, disagreement, complaint, or any matter concerning any terms or conditions of employment, or concerning the application of any departmental policy, or concerning any employee relationship, or work related issue.

If the grievance involves an allegation by the employee of discrimination, the employee should follow the affirmative action plan of St. Clair County or for employees of Intergovernmental Grants Department, the affirmative action plan of that department.

As used in this Article, the term “days” shall mean working days of the employee filing the grievance.

At any step, if a written response is not provided to the grieving employee within the **ten (10) day** time frame, the grievance will be considered denied at that step, and the employee may proceed to the next step.

If any Department Head is disciplined and/or discharged by the County Board Chairman, the discipline and/or discharge shall constitute the final resolution of the matter and there shall be no access in this instance to the various steps of the grievance procedure. The failure of a reappointment of the Department Head by the County Board Chairman and/or County Board shall not be interpreted to constitute discipline and/or discharge of an ongoing employment relationship with the County.

**Steps.**

(A)           A grieving employee shall within **five (5) days** after he/she learns of the circumstances or conditions which prompted the grievance, submit the grievance to the employee's immediate supervisor, in writing, informing such immediate supervisor of the grievance and the particulars concerning the same. The immediate supervisor shall provide a written response to the grieving employee within **ten (10) days** after receiving the grievance. A grievance form is attached to this Personnel Code as **Appendix “B”**.

(B)           If the grievance is not resolved to the employee's satisfaction, the employee may submit the grievance to the Elected Official or Department Head/Director by summarizing the grievance in writing. The grievance must be submitted to the Elected Official or Department Head within **five (5) days** of the decision of the immediate supervisor. This shall constitute the final resolution of the grievance.

For the Health Department, Mental Health Department and Public Building Commission, the second and final step shall be before the appropriate Board.

For all other employees, the grievances will be before the County Board Chairman.

**ARTICLE XV – LAYOFFS**

**28-15-1**     **EXPLANATION.** In the event it becomes necessary to layoff employees for any reason, employees will be laid off based on the following criteria: employee's knowledge, skills, and abilities in relation to positions available, the employee's work record including commendations as well as disciplinary action, the employee's attitude and relations with other employees as well as other agencies and change in duties of the Department, and the employee's length of service. The employee shall receive **two (2) weeks'** notice.

**ARTICLE XVI – RESIGNATION**

**28-16-1**     **EFFECT OF RESIGNATION.** Sick leave, vacation, and retirement fund benefits cease at midnight on the date of termination. Life and health insurance will cease at the end of the month of the termination. Employees may elect to continue participation in the plan on a self-pay basis as provided by federal statutes. The employee will be paid for each day of accrued and unused compensatory time and vacation time. Monies accumulated in the employee's retirement account may be refundable, according to IMRF Rules. Forms required to request this refund are available from the Human Resource Department.



**ARTICLE XVII – EMPLOYEE PRIVACY NOTICE**

**28-17-1 EMPLOYEE PRIVACY NOTICE.** This notice describes how medical information about you may be used and disclosed and how you can get access to this information. [PLEASE REVIEW IT CAREFULLY.]

**28-17-2 BACKGROUND.** The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires health plans to notify plan participants and beneficiaries about its policies and practices to protect the confidentiality of their health information. This document is intended to satisfy HIPAA's notice requirement with respect to all health information created, received, or maintained by the St. Clair County group health plan (the "Plan"), as sponsored by St. Clair County of Illinois (the "County").

The Plan needs to create, receive, and maintain records that contain health information about you to administer the Plan and provide you with health care benefits. This notice describes the Plan's health information privacy policy with respect to your Medical, Prescription Drug, Dental and Vision benefits. The notice tells you the ways the Plan may use and disclose health information about you, describes your rights, and the obligations the Plan has regarding the use and disclosure of your health information. However, it does not address the health information policies or practices of your health care providers.

**28-17-3 ST. CLAIR COUNTY'S PLEDGE REGARDING HEALTH INFORMATION PRIVACY.** The privacy policy and practices of the Plan protects confidential health information that identifies you or could be used to identify you and relates to a physical or mental health condition or the payment of your health care expenses. This individually identifiable health information is known as "protected health information" (PHI). Your PHI will not be used or disclosed without a written authorization from you, except as described in this notice or as otherwise permitted by federal and state health information privacy laws.

**28-17-4 PRIVACY OBLIGATIONS OF THE PLAN.** As of **April 15, 2003**, the Plan is required by law to:

- (A) make sure that health information that identifies you is kept private;
- (B) give you this notice of the Plan's legal duties and privacy practices with respect to health information about you; and
- (C) follow the terms of the notice that is currently in effect.

**28-17-5 HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU.** The following are the different ways the Plan may use and disclose your PHI:

- (A) **For Treatment.** The Plan may disclose your PHI to a health care provider who renders treatment on our behalf. For example, if you are unable to provide your medical history as the result of an accident, the Plan may advise an emergency room physician about the types of prescription drugs you currently take.

**28-17-6**     **SPECIAL USE AND DISCLOSURE SITUATIONS.** The Plan may also use or disclose your PHI under the following circumstances:

(A)           **Lawsuits and Disputes.** If you become involved in a lawsuit or other legal action, the Plan may disclose your PHI in response to a court or administrative order, a subpoena, warrant, discovery request, or other lawful due process.

(B)           **Law Enforcement.** The Plan may release your PHI if asked to do so by a law enforcement official, for example, to identify or locate a suspect, material witness, or missing person or to report a crime, the crime's location or victims, or the identity, description, or location of the person who committed the crime.

(C)           **Workers' Compensation.** The Plan may disclose your PHI to the extent authorized by and to the extent necessary to comply with worker's compensation laws other similar programs.

(D)           **Military and Veterans.** If you are or become a member of the U.S. Armed Forces, the Plan may release medical information about you as deemed necessary by military command authorities.

(E)           **To Avert Serious Threat to Health or Safety.** The Plan may use and disclose your PHI when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person.

(F)           **Public Health Risks.** The Plan may disclose health information about you for public health activities. These activities include preventing or controlling disease, injury or disability; reporting births and deaths; reporting child abuse or neglect; or reporting reactions to medication or problems with medical products or to notify people of recalls of products they have been using.

(G)           **Health Oversight Activities.** The Plan may disclose your PHI to a health oversight agency for audits, investigations, inspections, and licensure necessary for the government to monitor the health care system and government programs.

(H)           **Research.** Under certain circumstances, the Plan may use and disclose your PHI for medical research purposes.

(I)           **National Security, Intelligence Activities, and Protective Services.** The Plan may release your PHI to authorized federal officials: (a) for intelligence, counterintelligence, and other national security activities authorized by law and (b) to enable them to provide protection to the members of the U.S. government or foreign heads of state, or to conduct special investigations.

(J)           **Organ and Tissue Donation.** If you are an organ donor, the Plan may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank to facilitate organ or tissue donation and transplantation.

(K)           **Coroners, Medical Examiners, and Funeral Directors.** The Plan may release your PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. The Plan may also release your PHI to a funeral director, as necessary, to carry out his/her duty.

**28-17-7**     **YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU.** Your rights regarding the health information the Plan maintains about you are as follows:

(A)           **For Payment.** The Plan may use and disclose your PHI so claims for health care treatment, services, and supplies you receive from health care providers may be paid according to the Plan's terms. For example, the Plan may receive and maintain

information about surgery you received to enable the Plan to process a hospital's claim for reimbursement of surgical expenses incurred on your behalf.

(B) **For Health Care Operations.** The Plan may use and disclose your PHI to enable it to operate or operate more efficiently or make certain all of the Plan's participants receive their health benefits. For example, the Plan may use your PHI for case management or to perform population-based studies designed to reduce health care costs. In addition, the Plan may use or disclose your PHI to conduct compliance reviews, audits, actuarial studies, and/or for fraud and abuse detection. The Plan may also combine health information about many Plan participants and disclose it to the County in summary fashion so it can decide what coverages the Plan should provide. The Plan may remove information that identifies you from health information disclosed to the county so it may be used without the County learning who the specific participants are.

(C) **To the County.** The Plan may disclose your PHI to designated personnel at the County so they can carry out their Plan-related administrative functions, including the uses and disclosures described in this notice. Such disclosures will be made only to the Personnel Manager and/or the members of the Benefits Department. These individuals will protect the privacy of your health information and ensure it is used only as described in this notice or as permitted by law. Unless authorized by you in writing, your health information: (a) may not be disclosed by the Plan to any other County employee or department and (b) will not be used by the County for any employment-related actions and decisions or in connection with any other employee benefit sponsored by the County.

(D) **To a Business Associate.** Certain services are provided to the Plan by third party administrators known as "business associates". For example, the Plan may input information about your health care treatment into an electronic claims processing system maintained by the Plan's business associate so your claim may be paid. In so doing, the Plan will disclose your PHI to its business associate so it can perform its claims payment function. However, the Plan will require its business associates, through contract, to appropriately safeguard your health information.

(E) **Treatment Alternatives.** The Plan may use and disclose your PHI to tell you about possible treatment options or alternatives that may be of interest to you.

(F) **Health-Related Benefits and Services.** The Plan may use and disclose your PHI to tell you about health-related benefits or services that may be of interest to you.

(G) **Individual Involved in Your Care or Payment of Your Care.** The Plan may disclose PHI to a close friend or family member involved in or who helps pay for your health care in emergency situation only or if there is a signed Personal Representative form on file in the Benefit's Office. The Plan may advise a family member or close friend about a participant's death without prior authorization.

(H) **As Required by Law.** The Plan will disclose your PHI when required to do so by federal, state, or local law, including those that require the reporting of certain types of wounds or physical injuries.

(I) **Right to Inspect and Copy.** You have the right to inspect and copy your PHI. This includes information about your plan eligibility, claim and appeal records, and billing records, but does not include psychotherapy notes.

To inspect and copy health information maintained by the Plan, submit your request in writing to the Plan. The Plan may charge a fee for the cost of copying and/or mailing your request. In limited circumstances, the Plan may deny your request to inspect and copy your PHI. Generally, if you are denied access to health information, you may request a review of the denial.

(J) **Right to Amend.** If you feel that health information the Plan has about you is incorrect or incomplete, you may ask the Plan to amend it. You have the right to request an amendment for as long as the information is kept by or for the Plan. To request an amendment, send a detailed request in writing to the Plan Administrator. You must provide the reason(s) to support your request. The Plan may deny your request if you ask the Plan to amend health information that was: accurate and complete, not created by the Plan; not part of the health information kept by or for the Plan; or not information that you would be permitted to inspect and copy.

(K) **Right to An Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of disclosures of your PHI that the Plan has made to others, except for those necessary to carry out health care treatment, payment, or operations; disclosures made to you; or in certain other situations. To request an accounting of disclosures, submit your request in writing to the Plan Administrator. Your request must state a time period, which may not be longer than **six (6) years** prior to the date the accounting was requested.

(L) **Right to Request Restrictions.** You have the right to request a restriction on the health information the Plan uses or disclosures about you for treatment, payment, or information the Plan discloses about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that the Plan not use or disclose information about a surgery you had. To request restrictions, make your request in writing to the Plan Administrator. You must advise us: (a) what information you want to limit; (b) whether you want to limit the Plan's use, disclosure, or both; and (c) to whom you want the limit(s) to apply.

**NOTE:** The Plan is not required to agree to your request.

(M) **Right to Request Confidential Communications.** You have the right to request that the Plan communicate with you about health matters in a certain way or at a certain location. For example, you can ask that the Plan send you explanation of benefits (EOB) forms about your benefit claims to a specified address.

To request confidential communications, make your request in writing to the Plan Administrator. The Plan will make every attempt to accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

(N) **Right to a Paper Copy of this Notice.** You have the right to a paper copy of this notice. You may write to the Plan to request a written copy of this notice at any time.

**28-17-8 CHANGES TO THIS NOTICE.** The Plan reserves the right to change this notice at any time and to make the revised or changed notice effective for health information the Plan already has about you, as well as any information the Plan receives in the future. The Plan will post a copy of the current notice in the County's Benefits Office at all times.

**28-17-9 COMPLAINTS.** If you believe your privacy rights under this policy have been violated, you may file a written complaint with the Plan at the address listed below. Alternatively, you may complain to the Secretary of the U.S. Department of Health and Human Services, generally, within **one hundred eighty (180) days** of when the act or omission complained of occurred.

**NOTE:** You will not be penalized or retaliated against for filing a complaint.

**28-17-10 OTHER USES AND DISCLOSURES OF HEALTH INFORMATION.**

Other uses and disclosures of health information not covered by this notice or by the laws that apply to the Plan will be made only with your written authorization. If you authorize the Plan to use or disclose your PHI, you may revoke the authorization, in writing, at any time. If you revoke your authorization, the Plan will no longer use or disclosure your PHI for the reasons covered by your written authorization; however, the Plan will not reverse any uses or disclosures already made in reliance on your prior authorization.

**28-17-11 CONTACT INFORMATION.** If you have any questions about this notice, please contact:

Director: Human Resource Department  
c/o St. Clair County of Illinois  
10 Public Square  
Belleville, IL 62220  
Telephone Number: 618-825-2254

**ARTICLE XVIII – SAVINGS CLAUSE**

**28-18-1**     **SAVINGS CLAUSE.** If any provision of this Code is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America or the State of Illinois, all other provisions of this Code shall remain in full force and effect.

**(Ord. No. 07-948)**

**(Ord. No. 10-1031; 09-27-10)**

APPENDIX A

ST. CLAIR COUNTY EMPLOYEE PERSONNEL CODE  
DISCIPLINE FORM

Date \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee's Job Position \_\_\_\_\_

County Department \_\_\_\_\_

Department Head \_\_\_\_\_

Type of Discipline (Check One):

- \_\_\_\_\_ Verbal Reprimand
- \_\_\_\_\_ Written Reprimand
- \_\_\_\_\_ Probation
- \_\_\_\_\_ Suspension
- \_\_\_\_\_ Dismissal

State the Section of the Personnel Code violated:

Section \_\_\_\_\_ Subsection \_\_\_\_\_ Page Number \_\_\_\_\_

State any Code of Conduct violation, listing the Code of Conduct Subparagraph Number:

\_\_\_\_\_

State the facts which support the violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Elected Official/Department Head

DATE \_\_\_\_\_

\_\_\_\_\_  
(Signature of Employee)

**APPENDIX B**  
**GRIEVANCE FORM**

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Date of Hire \_\_\_\_\_

Date that action complained of took place \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_

Action complained of: \_\_\_\_\_

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Signature of Grievant (Employee)

\_\_\_\_\_  
Date of Grievance Filed



APPENDIX C

**EMPLOYEE NOTIFICATION OF PERSONNEL CODE  
AND DRUG FREE WORKPLACE POLICY, SEXUAL HARASSMENT POLICY  
AND DISCLAIMER OF EMPLOYMENT**

The Personnel Code of St. Clair County is not intended to create any employment relationship with any employees that is contractual in nature. All employees of St. Clair County are employed at the will of the County of St. Clair, and employees can be terminated at will. All employment policies of St. Clair County are subject to change without notice and/or approval of any employee. Any and all discipline and/or discharge procedures contained in the Personnel Code are illustrative in nature, and only provide examples of the manner in which employees may be disciplined or terminated. Any and all such procedures are not meant to be the sole or exclusive way in which discipline or discharge could occur.

By signing this disclaimer, the employee understands that the employment relationship between the employee and St. Clair County is NOT contractual in nature; that employment can be terminated at the will of St. Clair County, that all employment policies are subject to change without notice and/or approval of the employee; and that any and all discipline and/or discharge procedures contained in the Personnel Code are merely illustrative in nature, and are not meant to be the sole or exclusive manner in which discipline and/or discharge could occur.

The employee further understands that all employees covered through the St. Clair County Sheriff's Department Merit Commission are exempt from this Code as to hiring, promotion, discipline, or dismissal, but are otherwise covered by this Code.

I have been given a copy of the St. Clair County Personnel Code, originally adopted **February 25, 1991**, revised by the County Board on **November 25, 2002**, and on **February 28, 2011**, and effective **February 28, 2011**.

I understand that contained within the Personnel Code is the St. Clair County Drug Free Workplace Policy and the Sexual Harassment Policy. I have read and understood the Drug Free Workplace Policy and the Sexual Harassment Policy, and agree to abide by its terms and conditions.

Name \_\_\_\_\_

Date \_\_\_\_\_

This form is to be retained by the Human Resource Department.

APPENDIX D

REQUEST FOR FAMILY OR MEDICAL LEAVE

Request for Family or Medical Leave must be made, if practical, at least **thirty (30) days** prior to the date the requested leave is to begin. Employees can take up to **twelve (12) workweeks** of FMLA leave in a **twelve (12) month** period. The **twelve (12) month** period is measured forward from the date the employee's first FMLA leave began.

Name \_\_\_\_\_ Employee # \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Status [ ] Full-Time [ ] Part-Time [ ] Temporary

Hire Date: \_\_\_\_\_ Length of Service \_\_\_\_\_

I request Family or Medical Leave for one or more of the following reasons:

[ ] Because of the birth of my child and in order to care for him or her\*

Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_

Leave start \_\_\_\_\_ Expected return date \_\_\_\_\_

[ ] Because of the placement of a child with me for adoption or foster care\*\*

Leave start \_\_\_\_\_ Expected return date \_\_\_\_\_

[ ] In order to care for my spouse, child, or parent who has a serious health condition\*

Leave start \_\_\_\_\_ Expected return date \_\_\_\_\_

[ ] For a serious health condition that makes me unable to perform by job\*

Describe: \_\_\_\_\_

Leave start \_\_\_\_\_ Expected return date \_\_\_\_\_

\* A physician's certification will be required for leave due to a serious health condition.

\*\* Certification will be required for leave due to adoption or foster care.

[ ] For other reasons. Describe: \_\_\_\_\_

Leave start \_\_\_\_\_ Expected return date \_\_\_\_\_

[ ] Requested intermittent leave schedule (if applicable; subject to employer's approval).

Have you taken a Family or Medical Leave in the past **twelve (12) months**? [ ] Yes [ ] No  
If yes, how many weeks? \_\_\_\_\_

I understand and agree to the following provisions:

I have worked for St. Clair County at least **one (1) year** and at least **one thousand two hundred fifty (1,250) hours** in the previous **twelve (12) months**.

I understand I will be required to make contributions for my share of insurance costs, either through payroll deduction or by direct payment. My contribution amounts are subject to any change in rates that occur while I am on leave. If my payments are more than **thirty (30) days** late, my employer may terminate the insurance coverage. If I am delinquent in my contribution to insurance premiums, I understand that my employer may obtain these premiums through payroll deductions upon my return from leave.

If I fail to return to work after the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that would entitle me to Medical Leave or other circumstances beyond my control, I may be financially responsible for the medical insurance premiums the County paid while I was on leave.

This leave will be unpaid, unless under the County Policy, I would be eligible for sick leave or have accrued vacation or comp time; or in the case of my own disability, payment will occur under a disability program with IMRF, if I am so covered.

I may be required to exhaust my vacation, comp time, or sick leave as part of my **twelve (12) weeks** of leave.

After **twelve (12) weeks** of leave, if I do not return to work or contact my supervisor or manager on the expected date of return, it will be considered that I abandoned my job.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**LEAVE APPROVAL**

For full day leave:

Elected Official/Department Head \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

For intermittent or reduced day leave:

Elected Official/Department Head \_\_\_\_\_  
Signature Date

**PAYROLL INSTRUCTIONS**

[ ] With pay from \_\_\_\_\_ to \_\_\_\_\_ Employee # \_\_\_\_\_

[ ] Without pay from \_\_\_\_\_ to \_\_\_\_\_ Last day worked \_\_\_\_\_

Comments: \_\_\_\_\_

**PLEASE FORWARD COMPLETED REQUEST TO THE HUMAN RESOURCE DEPARTMENT FOR PROCESSING.**

APPENDIX E

ST. CLAIR COUNTY  
REQUEST FOR SPECIAL LEAVE

Request for Special Leave must be made at least **thirty (30) days** prior to the date the requested leave is to begin.

Name \_\_\_\_\_ Employee # \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Status [ ] Full-Time [ ] Part-Time [ ] Temporary

Hire Date: \_\_\_\_\_ Length of Service \_\_\_\_\_

All full-time and salary exempt employees who have completed **one (1) full year** of continuous service may request a special leave. Special leave will only be granted for personal reasons, and must be approved by employee's Elected Official/Department Head. Special leave shall be granted without pay. The period for special leave shall not exceed **six (6) months**. An extension may be granted up to a maximum of **six (6) months** for a total of **one (1) year**. In order to continue to receive medical and insurance benefits during a special leave, the employee shall contribute both the employee and the employer's share of IMRF and insurance costs.

I wish to request a Special Leave for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

LEAVE APPROVAL

Elected Official/Department Head \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE FORWARD COMPLETED REQUEST TO THE HUMAN RESOURCE DEPARTMENT FOR FURTHER PROCESSING.**

APPENDIX F

ST. CLAIR COUNTY, ILLINOIS  
PRE-EMPLOYMENT VERIFICATION  
For all Permanent Full & Part-Time Employees

PLEASE PRINT CLEARLY

**Personal Identity (required)**

Name \_\_\_\_\_  
Last First M.I. Suffix (Sr., Jr., III)  
Address \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Other names \_\_\_\_\_  
(include name changes, maiden name, & former married names)

**Criminal Record Checks (required)**

Felony checks  
Felony and Misdemeanor checks  
\*Exception: All Airport employees are screened by the Airport

**Motor Vehicle Records Check (Includes status, accident & conviction history)**

Driver's License Number \_\_\_\_\_  
(Required for all employees driving during work hours or driving County Vehicles)

**Employment (Includes military)**

\_\_\_\_\_

**Licenses, Certifications, Degrees**

\_\_\_\_\_ Education \_\_\_\_\_ Professional Licenses

**Credit Report**

Employee signature required \_\_\_\_\_  
Job description/duties \_\_\_\_\_  
(suggested for employees involved in accounting or cashiering functions)

**Drug Testing**

Requirements and testing handled by the individual departments.

**I understand that the results of these verifications may impact permanent employment.**

Prospective Employee Signature \_\_\_\_\_

Requested By:

\_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_

Verification Completed By:

\_\_\_\_\_ Date \_\_\_\_\_

Human Resource Department

Date

**St. Clair County, Illinois  
Consent and Authorization for Release of Personal Information**

In consideration for being reviewed for employment by St. Clair County, Illinois, I, \_\_\_\_\_, do hereby consent to and authorize a review of and full disclosure of all records concerning myself to St. Clair County, Illinois, whether said records are of a public, private or confidential nature.

The intent of this consent and authorization is to give my consent for full and complete disclosure of records of educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings, a consumer report or an investigative consumer report as described in the DISCLOSURE for employment); and other financial statements and records wherever filed; employment and pre-employment records, including background reports, efficiency ratings, complaints or grievances filed by or against me and the records and recollections of attorneys-at-law, or of other counsel, whether representing me or another person in any case, either criminal or civil in which I presently have, or have had, an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for employment by St. Clair County, Illinois. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving the information and I do hereby release said person(s) from any and all liability which may be incurred as a result of collecting such information. I further release St. Clair County from any and all liability arising out of its collection and use of information as authorized by this consent document.

A photocopy of this release form will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

I have read and fully understand the contents of this authorization for release of personal information.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature (include maiden name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Area Code Phone Number

\_\_\_\_\_  
Social Security Number DOB

St. Clair County, Illinois

**DISCLOSURE**

By this document, we hereby disclose to you that a consumer report, including an investigative consumer report containing information as to your character, general reputation, personal characteristics and mode of living, may be obtained for employment purposes as part of the pre-employment background investigation and at any time during your employment. Should an investigative consumer report be requested, you will have the right to demand a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act.

Please sign below to signify receipt of the foregoing disclosure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date