

## RESOLUTION 2012 - 114

### A RESOLUTION AUTHORIZING AMENDING THE CURRENT VILLAGE OF VERNON HILLS PERSONNEL RULES

WHEREAS, the Village Board has approved amending the Village of Vernon Hills Personnel Rules.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the following changes have been made:

Changed all "Human Resources Coordinator" to either "Assistant Finance Director" or "Finance Department". Also, changed anytime the word "their" was used to "his/her".

#### **Chapter 1 – General Provisions**

##### **Section 1.03 Positions Covered by the Rules**

Added "A. Employees covered by Collective Bargaining Agreements" and moved all other items down one letter

##### **Section 1.05 Board of Fire and Police Commissioners**

Added "except as authorized under our home rule powers" after statute.

#### **Chapter 2 – Definitions**

##### **Section 2.03 Appointment**

At the end of the sentence added "which is included here and after, as outlined in the rules of the Village Code and the Board of Fire and Police Commissioners".

##### **Section 2.14 Exempt Employees**

Deleted "Assistant to the Village Manager" and combined Director of Public Works and Village Engineer to "Director of Public Works/Village Engineer" and added Assistant Finance Director.

##### **Section 2.16 Immediate Family**

Added "and "partners in a civil union," as provided by the Illinois Religious Freedom and Civil Union Act"

##### **Section 2.20 Position**

Changed the hours for a full time employee to 2080 from 1500 per year and for Part-time changed the hours to read "which are less than 2080".

#### **Chapter 3 - Equal Employment Opportunity, Anti-Discrimination, Harassment, and Sexual Harassment Policy**

##### **Section 5 Other Agencies You May Contact**

Added the phone number for the Equal Employment Opportunity Commission (EEOC)

#### **Chapter 5 – Appointments**

##### **Section 5.05 Employee Orientation**

Deleted the following "but will likely consist of such things as: introductions to other Village employees, a brief tour of all Village buildings, a review of various Village's employee policies (such as computer/Internet usage, long distance phone calls, office supplies), a driving tour of the Village as a whole, information on relevant security procedures, information on any insurance and benefits that may be applicable to them, and providing of a copy of the personnel rules". Also deleted "may be asked to sign

acknowledgements of being provided copies of various Village policies or fill out necessary forms.” and added “will fill out all necessary forms and will be asked to sign acknowledgements for receipt of various Village policy documents.”

## **Chapter 6 - Probationary Period**

### **Section 6.02 Duration**

After “Sworn positions in the police department” the following was added “and other employees covered by a Collective Bargaining Agreement (CBA) shall be subject to the terms in his/her respective agreements” and removed the following “shall be subject to an eighteen (18) month probationary period for original appointment only”.

### **Section 6.05**

Moved in his/her discretion to right after the Village Manager.

## **Chapter 7 – Position Classifications**

### **Section 7.06 Class Specifications**

Deleted the Village Clerk and the Village Manager and added Assistant Finance Director.

## **Chapter 8 – Compensation**

### **Section 8.02 The Pay Plan**

Added “available on the Village of Vernon Hills Human Resources Directory at [www.vhills.org](http://www.vhills.org) under Personnel Policies”.

### **Section 8.10 Pay Rate Adjustments**

D. Demotion – Disciplinary changed at least “5%” to at least “1%” reduction

### **Section 8.13 Overtime-Police**

Added at the end of the paragraph “Exception to the aforementioned, Police Officers, Sergeants and Telecommunicators overtime is controlled by his/her collective bargaining agreement”.

### **Section 8.16 Shift Differentials**

Deleted sworn officers and Telecommunicators and replaced with Commanders

Deleted the three sub paragraphs dealing with shift differential and added “Commanders who work between 10PM and 6AM will be paid a 10% shift differential for the hours actually worked between 10 PM and 6 AM,

### **Section 8.17 Roll Call Credit Time**

Deleted the first two paragraphs and added “Commanders who are required to report fifteen (15) minutes early for roll call each shift, will receive thirty-two (32) hours of time off per year, to be distributed on January 1<sup>st</sup> for the previous year or prorated. Roll Call credit time off must be used by the end of the calendar year or else forfeited. The Employer reserves the right to eliminate the requirement to report early for roll call, in which case the time off for such roll call credit shall cease, effective going forward. This was left at the end of the new paragraph “Roll call credit time is not considered compensatory time and is not part of the 80 hour limit affecting compensatory time”.

### **Section 8.22 Holiday Compensation**

D. Police Removed “sworn police personnel below the rank of Commander, Telecommunicators and” so it just applied to Community Service Officers.

Also added Holiday compensation for a Commander who works on any of the following holidays listed, New Year’s Day, 4<sup>th</sup> of July, Thanksgiving Day, the day after Thanksgiving and Christmas, will be entitled to additional compensation if he/she works at least six (6) hours. The compensation is as follows:

- At least six (6) hours but less than nine (9) hours, will result in payment of an additional \$100.00 of holiday pay

- At least nine (9) hours, will result in payment of an additional \$200.00 of holiday pay

### **Section 8.23 Career Development Plan**

Deleted "Human Resources Coordinator" and replaced with "on the Village of Vernon Hills Human Resources Directory at [www.vhillshr.org](http://www.vhillshr.org)".

## **Chapter 9 - Substance Abuse**

### **Section 9.02 Definitions**

Replaced Chapter 56 and No.1/No.2 with "720 ILCS 570".  
Under B. changed blood alcohol content of .05 to 0.35

### **Section 9.04 Prohibited Conduct**

Under B. Added an "s" to make exception plural and a comma after would be. Also added under exceptions "and for those individuals who are provided Village vehicles for his/her personal use during nonworking hours".

## **Chapter 11 – Holidays**

### **Section 11.02 Floating Holidays**

Added "D. Full-time employees leaving municipal service shall be compensated for Floating Holiday's earned and unused to the date of separation or resignation. All monies paid to the employee at separation for Floating Holidays will be deposited into a Retirement Health Savings (RHS) account created for the employee if those amounts are sufficient to meet the minimum requirements of said plan."

## **Chapter 12 – Vacation Leave**

### **Section 12.05 Payment on Separation**

Added "All monies paid to the employee at separation for vacation leave will be deposited into a Retirement Health Savings (RHS) account created for the employee if those amounts are sufficient to meet the minimum requirements of said plan".

## **Chapter 13 – Sick Leave**

### **Section 13.02 Accrual**

Added "A wage reduction form will be required to be signed by the employee as" before "additional sick leave authorized under this Section shall represent a monetary debt owed and due the Village by the employee".

Added at end of last sentence "or the debt shall be repaid from the employee's last paycheck as authorized by the wage reduction form filled out by the employee when the additional sick time was granted".

### **Section 13.03 Sick Leave – When Taken**

Deleted "6 (six) normal working days worth" and replaced with "48 hours"

### **Section 13.04 – Payment for Accrual**

Deleted paragraph and replaced with the following (wording per the Police contract)

On December 31 of each year, any employee who has accumulated sick leave in excess of 816 hours shall have their sick leave accumulation reduced to 815 hours, and the Village shall compensate the employee for such sick leave hours in excess of 816 hours at a rate of four (4) hours pay for each eight (8) hours of sick leave in excess of 816 hours. In addition, at the employee's option, any employee who has accumulated sick leave in excess of 720 hours may reduce their sick leave in January to any amount between 720 and 816 hours, at the same rate of compensation. Such payment shall be made in the month of January of each year for the sick leave accumulated during the preceding year.

### **Section 13.05 – Payment on Separation**

Both Sworn and Non-Sworn will have the following added. "All monies paid to the employee at separation for accrued sick time will be deposited into a Retirement Health Savings (RHS) account created for the employee if those amounts are sufficient to meet the minimum requirements of said plan."

## **Chapter 14 – Other leaves**

### **Section 14.02 Bereavement Leave**

Removed three (3) working days and replaced with twenty four (24) hours.

Added after immediate family “defined in Section 2.16. Bereavement leave for all full-time and part-time employees may be granted for a maximum of eight (8 hours) in the event of the death of aunts, uncles, nieces, and nephews of the employee or their spouse, The Village Manager, at his sole discretion, may approve bereavement leave for other persons not included herein. And deleted “In Extenuating circumstances, the Village Manager may approve leave in case of death of other persons not included herein”.

### **Section 14.06 Family and Medical Leave of Absence (FMLA)**

At the end of Reason For Leave added “Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the regular Armed Forces, the National Guard or Reserves in support of a contingency operation may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave for a qualifying exigency may be taken on an intermittent basis.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who suffers a serious injury or illness incurred in the line of duty on active duty (or has a serious injury or illness that existed before the beginning of the servicemember’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This leave may be taken intermittently if medically necessary. Although an employee may use up to 26 weeks of leave to care for a covered servicemember, an employee that takes leave to care for a covered service member is nonetheless limited to an aggregate total of 26 weeks of leave in a 12-month period for all types of FMLA leave”.

## **Chapter 15 – Employee Benefit Plans**

### **Section 15.04 Continuation of Benefits**

Added Dental after Medical

Added the following “Dependents who are insured under the employee’s policy on the day immediately preceding the “day of retirement” who are entitled to “continuation” coverage under the retiree’s election may also be covered”.

## **Chapter 16 – Separation and Disciplinary Actions**

### **Section 16.01 Applicability**

Added “the collective bargaining agreement” after the Board of Fire and Police Commissioners” and deleted “The regulations of the Board of Police and Fire Commissioners currently require all disciplinary actions exceeding a 3-day suspension to be reviewed by the Board but they are subject to change.” And changed “the current Police Department rules” with the “collective bargaining agreement”.

### **Section 16.09 Exit Interviews**

Deleted “Human Resources Coordinator”

## **Chapter 17 – Employee Safety and Development**

### **Section 17.08 Tuition Reimbursement**

Deleted Human Resources Coordinator and replaced with “on the Village of Vernon Hills Human Resources Directory at [www.vhillshr.org](http://www.vhillshr.org)”

**Section 17.06 Uniform – Clothing Allowance**  
Building Inspector changed from \$100 to \$300

Sworn- deleted "All uniforms, weapons and ballistic vests are provided in addition to \$550 per year thereafter" and added "The Village shall make available to each employee reimbursement for uniform items, not to exceed \$650.00 per fiscal year, for those who are not covered by the collective bargaining agreement, in order for the employee to obtain uniforms and related equipment. Any unused funds shall not be carried over into the next fiscal year."

**Community Service Officers** – deleted "All uniforms in addition to \$450 per year thereafter" and added "Quartermaster annual replacement of uniforms not to exceed \$550.00"

**Telecommunicators/Records** – Deleted Telecommunicators and "All uniforms in addition to \$350 per year".

**Records** – Added "All uniforms in addition to \$350 per year"

**Chapter 19 – Records and Reports**

**Section 19.01 Personnel Records**

Deleted "Village Manager's Office" and added "Finance Department"

**Chapter 20 – Prohibitions and Penalties**

**Section 20.08 Computer/Internet Usage Policy**

Added "and on the Village of Vernon Hills Human Resources Directory at [www.vhillshr.org](http://www.vhillshr.org)"

**Chapter 21 – Appeals and Grievances**

**Section 21.03 Police Department**

Added after departmental policies, "except for those covered under the collective bargaining agreement". Added after the Board of Fire and Police Commissioners "and/or the collective bargaining agreement"

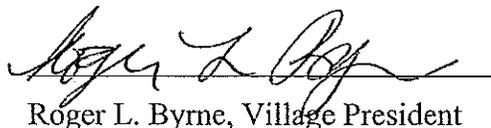
Dated the 10th day of July 2012

Adopted by roll call vote as follows:

AYES: 4 – Koch, Marquardt, Williams, Bryne

NAYS: 0 - None

ABSENT AND NOT VOTING: 3 – Hebda, Schultz, Schwartz

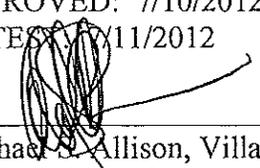


Roger L. Byrne, Village President

PASSED: 7/10/2012

APPROVED: 7/10/2012

ATTEST: 7/11/2012

  
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Michael S. Allison, Village Clerk