

## HOFFMAN ESTATES PARK DISTRICT MEMORANDUM # M17-134

To: A&F Committee  
From: Dean Bostrom, Executive Director  
Craig Talsma, Deputy Director/Director of Admin & Finance  
Eric Leninger, Superintendent of HR & Risk Management  
Date: December 1, 2017  
Re: Personnel Policy Manual Updates

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### **Background:**

HEPD recently had legal counsel review the personnel policy manual. Staff reviewed the recommended changes and agrees that the District would be best served by adopting them. Changes are noted in text below with a strikethrough for removed text and yellow highlight for new text.

In addition, staff believes the District would be best served by raising the amount of vacation carry-over from 1 week to half of vacation time accrued during that calendar year.

Courts disfavor policies that can potentially cause vacation time to be forfeited. HEPD currently allows staff to carry-over up to 1 week of vacation time. By allowing staff to carry-over up to half of their vacation time accrued in a year, HEPD will be even more reasonable in allowing staff to utilize vacation at a time that provides the greatest benefit to both employer and employee. During the past 2 years (2016-TC Renovation, 2017-Rec Trac conversion), the demands of large projects have limited the amount of vacation time staff can utilize during the holiday season.

In the past, requests to carry-over additional vacation time have been evaluated on a case-by-case basis. Adjusting the policy to allow additional carry-over removes the need to evaluate individual situations and eliminates any inadvertent favoritism if a request is granted. Additionally, this will ensure at least half of all vacation is utilized during the year, keeping staff fresh and energized.

### **Implications:**

#### **Section I: Introduction**

Page 1. Please note, that neither the existence of this Manual, nor anything contained in this Manual, nor any written or oral statement interpreting, explaining or clarifying the policies contained in this Manual, is intended to create or shall create an employment contract or contractual commitment, either expressed or implied. An employee of the District is an at-will employee and has the right to terminate his or her employment at any time with or without notice or cause and the District retains a similar right. **No employee or representative of the District has the authority to change the at-will employment arrangement or to contract with an employee for terms of employment different than those set forth in this manual, other than the Executive Director. Any such change must be in writing and signed by the Executive Director and the employee.**

#### **Section II: Equal Employment Opportunity**

Page 3. Each situation of employment, facility usage, or program participation will be evaluated on a case-by-case basis in order to ensure **that** the rights of all parties involved are recognized and protected.

### Section III: Employment Status/Definitions

Page 4. All regular full-time employees are expected to work additional hours as necessary to complete properly all assigned tasks and as needed during busy periods. Employees shall be compensated for working such additional hours according to applicable state and federal wage and hour laws.

Page 4. Exempt Employee: An employee determined as exempt under the guidelines of the Fair Labor Standards Act (FLSA) is not eligible for overtime pay or compensatory time. Such employees shall maintain records of their hours worked in Fin Trac. These time records will not alter the fact that exempt employees are paid on a salary basis, nor shall an exempt employee have deductions made from his or her pay for failing to work a certain number of hours, except as prescribed by applicable state and federal law.

Page 4. Dependent Child(ren): Dependent children are defined as an unmarried from birth through age 25 until their 26<sup>th</sup> birthday.

### Section V: Appointments

Page 5. Applicants may be required to complete psychological and/or medical tests once a conditional offer of employment has been extended and may be required to complete aptitude tests depending upon the nature of the position.

Page 5. The provision for false, incomplete, or misleading information in the employment application or other materials submitted or completed in connection with an application or in response to any question, may result in a non-hire decision, rescission of an offer of employment, or dismissal of an employee regardless of when the discovery of when the false, incomplete, or misleading information is discovered.

Page 5. We ~~attempt to~~ base employment, advancement, and promotion decisions on a person's apparent suitability for the position including, without limitation, his/her past performance, future potential, and his/her aptitude and attitude.

Page 6. Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job on a case-by-case basis.

Page 7. No applicant will be hired if the applicant has been convicted of any of the following offenses within seven years of the application for employment with the park district:

- Committing or attempting to commit a felony
- Aggravated criminal sexual assault
- Any violation of the Cannabis Control Act except for violations of Section 4(a); for possession of not more than 2.5 grams of any substance containing cannabis; for possession of more than 2.5 grams but not more than 10 grams of any substance (4(b)); or for manufacture, delivery or possession with intent to deliver or manufacture of not more than 2.5 grams of any substance containing cannabis (5(a)).

A District employee must report to their Division Director if convicted for any of these prohibited offenses while employed.

Page 8. Probationary Period: Your **initial** employment is made on a six-month (6) probationary basis.

Page 9. Successful completion of the **introductory probationary** period does not guarantee continued employment for any specific period of time or otherwise create an employment contact between you and the District, **nor does it change your status as an at-will employee.**

## **Section VII: Guidelines For Employee Conduct**

Page 13. Compliance with District Policies and Procedures: You are required to comply with all policies and procedures established by the Board, Immediate Supervisors, and Directors of the District. **Failure to do so may result in disciplinary action up to and including dismissal.**

Page 13. Compliance with Supervisory Direction: You are required to comply with the directives of your Immediate Supervisors, Directors, and the Board of the District in the performance of your duties. **Failure to do so may result in disciplinary action up to and including dismissal.**

Page 14. Additionally at no time shall an employee be in possession **of or under the influence of** any illegal drug or legalized marijuana while on District property.

Page 14. If the two individuals agree then you will be taken to a medical facility to have an alcohol and drug screening performed at the District's expense. **Refusal to submit to such an alcohol or drug screen may result in disciplinary action up to and including dismissal.**

Page 15. Accurate Records: Any reports you produce or records you maintain, **including your time records,** are important to the administration of the District and they must be accurate and complete.

Page 20. (End of section). **Failure to act in accordance with any of the guidelines for employee conduct set forth herein may result in disciplinary action up to and including dismissal.**

## **Section VIII: Disciplinary Actions and Separations**

Page 23. Causes for Disciplinary action: Felony arrest (~~suspension only~~).

Page 25. Review of Dismissal: If you are a full-time employee and you are dismissed, you will receive written notice of the reasons for your dismissal from your Division Director. Your Division Director will meet with you, explain the reasons for your dismissal, and offer you the opportunity to respond. The decision to dismiss you shall be final unless you request review of the action by submitting a written request to the Executive Director within five (5) working days from the date the action was taken. **You shall submit any evidence and arguments in writing with this request.** The Executive Director or a person or persons designated by the Executive Director, will review the action. You may be offered the opportunity to appear before the Executive Director or his designee(s) to answer the charges against you. ~~If you are offered the opportunity to appear before the Director or his designee(s), you may be represented by your own counsel. You may also be permitted to call your own witnesses, question District witnesses, and otherwise present evidence on your behalf.~~

The section regarding the appeal process was also edited (summarized here due to section length). Previously, any employee could escalate an appeal of their dismissal to the Board. This language has been edited to provide that only employees who report directly to the Executive Director may appeal to the Board. For all other employees, the Executive Director shall have final review.

## **Section X: Hours of Work**

Page 28. Time Cards: Employees shall not clock in and out for each other. Such conduct may result in disciplinary action up to and including dismissal for one or both employees.

Page 28. Meal Breaks: If a non-exempt employee is unable to take a meal period, he/she shall be paid accordingly. Employees may not unilaterally decide not to take a meal break.

Page 29. Compensatory time: A non-exempt employee may accumulate no more than forty (40) hours ~~eighty (80)~~ of compensatory time at any one time.

## **Section XI: Employee Benefits**

Pages 32-33. Vacation: A maximum of ~~five vacation days~~ one-half (1/2) of the vacation time earned (if unused) during a year may be carried forward to the following year by all employees. Compensation will not be granted for any unused days except for terminated employees, where all accrued vacation time will be paid in full.

Division Directors and Superintendents shall receive an additional 5 days per year ~~and 2.5 days toward accrual.~~

## **Section XII: Leaves of Absence**

Page 41. Illness and Injury Leave

- 1.) This benefit is to compensate full-time employees for absences due to illness or injury (I&I). The time is provided for when it is in the best interest of all concerned that the employee be absent from work due to the illness or injury of themselves or an immediate family member. Use of I&I for immediate family members shall be restricted to an amount equal to the amount that the employee accrues during a six (6) month period at the employee's then accrual rate.

## **Section XIV: Family and Medical Leave**

Page 49. Child Bereavement Leave: All employees eligible for leave under the federal Family and Medical Leave Act of 1993 (FMLA) shall be eligible for bereavement leave un accordance with the Child Bereavement Leave Act, which provides up to a maximum of 2 weeks (10 working days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of a child; or (3) grieve the death of a child. In the event of the death of more than one (1) child in a twelve (12) month period, an employee may be allowed to take up to two (2) weeks of leave per child for a total of six (6) weeks during the twelve (12) month period.

### **Recommendation:**

That the A&F committee recommends the full board approve these changes to the HEPD personnel policy manual.