

MINUTES OF THE SPECIAL MEETING OF THE PERSONNEL MANUAL WORKSHOP OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 30, 2008, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The workshop was called to order at the hour of 6:30 p.m. by Village Clerk Leroy Hansen.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Michael Mistele, Michael Brown, Robert Napoli, Paul Schoenbeck and Timothy McMahon. ABSENT: President Gary Pretzer. Also present were Village Clerk Leroy Hansen, Village Attorney Robin Jones, Village Administrator Phil Modaff, Chief of Police Edward Konstanty, Director of Finance Sue Stanish and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

2A) ELECTION - PRESIDENT PRO TEM

Village Clerk Hansen asked for a motion to elect Robert Napoli as President Pro Tem.

MOTION: Made by Trustee Baker, seconded by Trustee Brown, to elect Robert Napoli President Pro Tem.

ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Brown, Napoli, Schoenbeck and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

3. DISCUSSION - PERSONNEL MANUAL UPDATE

Administrator Modaff noted that the goal for this evening was to review the items in Articles I thru III, where the Board told Staff to obtain more information or answered questions. The Staff will incorporate all the Board approved changes in a final draft and send the draft to the Attorney for final review. There were no changes to Article IV other than Attorney changes. The final report will then come back to the Village Board for approval. At the same time, we will begin to rewrite some of the sections in Article V that the Staff has recommended to be pulled out of the Personnel Manual such as job descriptions, safety manual. These items will not be eliminated but rather removed from the Personnel Manual and put in a separate document.

Highlighted below are the sections of the proposed Personnel Manual update that required either discussion or further information.

#### ARTICLE ONE

##### Section 1.6 - Definitions: Relative definition

The Board approved "Adoptive" but did not approve the inclusion of "Ex-spouse". The Board directed the Staff to look further at the terms foster, legal guardian, and care & custody.

#### ARTICLE TWO

##### Section 2.11 - Compensatory Time

An employee who wishes to accrue Compensatory Time in lieu of overtime would have to request it prior to work being performed. This would require an amendment to the process on how Compensatory Time is requested in lieu of overtime.

Trustee Schoenbeck commented that there was a question whether we need to insert a specific drug and alcohol testing policy and he thought it was still open. Administrator Modaff responded it was not because those that hold CDL licenses are bound by the federal requirements related to this.

##### Section 2.14 - Official Personnel File

Attorney Jones advised that there was no clear cut guidance or law that addresses access to Personnel Files but generally it is not recommended that Board members have access to these files.

Trustee McMahon suggested that there be some directive that under general circumstances the Board members do not have access to personnel files but under extraordinary circumstances the President may read personnel files to the Board as a whole or at least two members of the Board.

The consensus of the Board was to agree with Trustee McMahon's recommendation. Staff was directed to draft a policy for adoption by the Board.

##### Section 2.16(G) - Use of Equipment and Village Vehicle.

The Staff was requested to determine what insurance coverage was available to employees and elected officials driving their own vehicles on Village business. The response from IRMA was that the employees' or officials' car insurance is the primary. The Village cannot insure employees' or officials' cars. If the Board members are driving their own vehicles on Village business and get in an accident, their insurance would be primary in that case. However, if somehow it turns into a very large claim and

there is an excess amount being sought by an injured party, then the Village does carry excess insurance up to \$10 million.

Trustee McMahon inquired if the Village covered the deductibles. Administrator Modaff responded that could be done by Village policy, not through the Village's insurance carrier. The current deductible for Village vehicles is \$2,500.

Administrator Modaff noted there was another question raised. If a passenger is in a Village vehicle that gets into an accident, is the passenger covered in the vehicle. The response was that IRMA provides \$5,000 for medical and up to \$500,000 uninsured motorist insurance. In the event the passenger sues the Village for damages or injuries they suffered, the Village does have coverage for that suit as well as defense against that suit.

President Pro Tem Napoli inquired if elected officials are covered if driving a Village vehicle. Administrator Modaff responded yes.

President Pro Tem Napoli asked the Board if they wanted the Staff to look into the coverage of the deductible in the event of an accident when going to or from a Village required or sponsored function. He felt the Staff should look into it to see what the cost would be so that the Board can make a decision on the direction to go with this issue.

Trustee McMahon stated that the Board is elected to represent the Village in doing Village business and he did not think he should be taking on the personal cost, it should be the Village's responsibility.

Administrator Modaff advised that the Village cannot insure the Board members cars. When asking what the cost is, if Board members are in their private vehicle and they get into an accident with a \$500 deductible, the Village could, if a policy is adopted, simply pay the \$500 deductible. But it would not be out of the insurance policy.

Administrator Modaff noted there were two issues. Can we maintain some vehicles to be available should an elected official choose to forego his own car and use a Village vehicle. (right now without any policy change, there will always be one Village vehicle, and at times there could be two, available). The other issue, if you are in your personal vehicle and incur an accident and then incur some expense, what could the Village do to cover some of those expenses for you.

Trustee Schoenbeck expressed concern that a personal insurance policy would not cover an accident claim if they are on Village business. He would ask for the Village to pick up his deductible. Further, Trustee Schoenbeck suggested that each Trustee contact their insurance company to see if for a small amount of money they can get coverage while driving on Village business.

President Pro Tem Napoli commented that if we take a Village car that is fine; if someone from the Village drives us in a Village car, that's fine. What we are talking about is the personal car, which is the whole issue.

President Pro Tem Napoli asked Administrator Modaff if he could look to see if the insurance that covers the Village can have a policy on personal cars for a minimum amount, or should we go to our individual insurance agents and see what the policy cost is.

Administrator Modaff responded that the Village's insurance policy cannot insure personal vehicles, even on Village business.

Trustee Baker was in favor of obtaining some type of insurance should it be necessary which is what Trustee Schoenbeck was talking about. However, he suggested that the Village reimburse him for whatever that cost would be.

Administrator Modaff noted that if the policy is adopted, the Village could reimburse the Trustees for the cost of the additional insurance.

Trustee Schoenbeck felt that there were several options: 1) the elected official drives a Village vehicle; 2) rides in a Village vehicle when going somewhere on Village business; 3) the elected official drive their personal car on Village business as long as they have proper coverage, but if they are in an accident, the maximum exposure to the Village is the deductible.

Trustee McMahon questioned the catastrophic loss that if a Board member was going to a meeting in their personal vehicle, and gets into a major accident (blowup), is there any way that we can tap into the \$10 million?

Administrator Modaff responded that his guess is, the personal insurance company, which is the primary, is going to have to take some action against the Village's insurance through IRMA to try to secure a portion of that money.

Trustee McMahon expressed concern that his insurance could say you are done. He did not know if the insurance company would take the effort to come after the Village.

Trustee Brown inquired if this could be embellished that we can be covered in our own automobile. As far as he was aware, there were only two Village vehicles, Administrator Modaff and Tim Halik's.

Administrator Modaff noted when he said we could have two vehicles available, it was separate and apart from those that are already committed to staff. He indicated several vehicles that are being replaced (Administrator & Chief) could be maintained to provide transportation on an occasional basis. If we were to adopt a policy that the Village Board members would drive vehicles, we would keep them on-hand and keep them maintained.

Trustee Schoenbeck suggested 1) there be a policy that if the Trustees elected to use a Village vehicle, they are permitted to do that; 2) if the Trustee or elected officials choose to use their personal vehicle, the Village will reimburse up to a reasonable deductible amount, or not to exceed the Village's amount of deductible, to the elected official if they were in an accident and if their insurance had the proper coverage; 3) if the elected official chooses to use their own vehicle, and if they have any kind of additional cost that can be documented for that coverage, the elected official will be reimbursed after submitting documentation to the Administrator.

Administrator Modaff noted that all those items can be done, but he would have to look into Trustee McMahon's question about a catastrophic situation where your insurance as primary may be exhausted, but there are expenses way beyond that, what active role does IRMA play in that?

Trustee Mistele suggested that this issue be tabled to a later date to allow the Board to look at it in a different fashion, separate from the Personnel Manual.

Attorney Jones did note that it could be adopted as a separate policy.

#### Section 2.27 - Drug Free Work Place

Administrator Modaff informed the Board that the Staff was directed to add "paraphernalia" to the Policy and Guidelines.

### Section 2.30 - Smoking Policy

Administrator Modaff noted that Staff recommended prohibiting employees from smoking on any portion of the Village facility and in any Village vehicle. The Board directed Staff to include all Village facilities with no specific addresses.

## ARTICLE THREE

### Section 3.1 - Employee Insurance Benefits

Administrator Modaff clarified this change increases the life insurance for non-union employees to a "not to exceed" cap of \$150,000 (for the collective bargaining unit where there is no cap). Staff recommended eliminating the reference to major medical coverage limited to \$1 million per employee. Another point of clarification was that under our coverage the single benefit was at the Village's expense. Also the dental insurance minimum benefit level actually is established through the annual contract, so the reference to \$1,000 minimum should be eliminated.

Trustee McMahon stated in our current zeal to try to equalize both sides of the fence, both sworn and non-sworn, that if there is no cap on the sworn side, then for the next contract, he thought we should look at adding a particular use so that we keep everyone in the ballpark.

### Section 3.1(H)

The Village Attorney did review this section but there was also a question raised by the Board should there be a time limit for an appeal by an employee to the Village Administrator. The Attorney acknowledged that a 30-day time limit is reasonable.

### Section 3.9(G-3) & (3.9 (G-4) - Sickness and Disability Leave

The Staff recommended allowing employees to accumulate up to 144 days of sick leave. Currently, employees are limited to 120 days. The reason this becomes important is that at the point of leaving employment, the Village buys back 50% of sick days. The Collective Bargaining Agreement allows them to accumulate up to 144 days of sick leave but for the purpose of the buy back only recognizes 120 days. Staff suggested allowing non-union employees to sell back up to 144 days of sick leave at 50%; however, the trade off is no employee can sell back any sick time unless they have put in a minimum of 10 years of service with the Village.

Director Stanish explained the calculation of expense of the sick leave benefit expansion. The first scenario assumes no sick days would be taken by employees and two most senior employees

will retire each year for the next five years the added expense would average less than \$5000 per year. The second scenario is related to sick leave banks, the average annual stated liability over five years would be reduced by approximately \$24,000 per year due to the restriction in Section 3.9(G-4).

#### Section 3.9(H) Sickness and Disability Leave

Provides the same benefit to non-union employees as provided to the Union members to use leave to care for a qualifying family member, except that this benefit is unlimited for Union members and this proposal would allow the non-union employees to use up to 10 sick days in a calendar year. Staff is surveying other communities on legal guardianship as it relates to employees using sick time to care for them.

#### Section 3.11 - Holidays

The suggested change to this section was to eliminate the half-day for Good Friday and increase personal days from 1.5 to 2. After polling employees, the overwhelming response was to keep the half day holiday on Good Friday.

#### Section 3.12(A.1) - Vacation Leave Policy

The Staff's recommendation was to allow employees who successfully complete a six-month probationary period to be awarded one week of vacation and at the end of twelve months to be awarded the second week. Administrator Modaff noted that the question was asked if this affects the payout to an employee who leaves in the first year and it does not. Under current rules, if an employee is here nine months and leaves, they have accrued vacation that the Village has to pay them anyway.

#### Section 3.12(A.4) - Vacation Leave Policy

The proposed change would extend to non-union employees the vacation accumulation benefit of five weeks after fifteen years of service. The Staff was requested to estimate the expense of this benefit expansion. The estimated cost of this benefit expansion is about \$3,000 per year.

#### Section 3.12(F) - Vacation Leave Policy

The Staff's recommendation was to allow exempt employees to sell back to the Village up to one week of vacation per year at the current rate of pay. It was calculated that if all eligible employees sold one week, the cost would be \$14,766; a more likely scenario is an estimated cost of \$6,000 based on current staff.

Section 3.13 - Bereavement Leave

This section would mirror the language included in the current Collective Bargaining Agreement. The cost would be neutral and does not expand the benefit but clarifies the use of bereavement leave.

Section 3.14 - Emergency Leave

This section would also mirror the language included in the current Collective Bargaining Agreement. The cost would be neutral and does not expand the benefit but simply clarifies its use and approval.

Section 3.17(G.2) - Training and Education

The proposed language would increase the amount of tuition reimbursement for non-union employees to a maximum of \$3,000 per year. The Board requested an accounting of tuition payouts over the last three fiscal years. A total of \$4,182 was distributed in tuition reimbursement for an annual average of less than \$1,400.

ARTICLE FOUR

All the changes were made by the Village Attorney to comply with current State and Federal law.

ARTICLE FIVE

Section 5.1 - Salary Administration Plan

The language to be amended is to clarify general policies and responsibilities of the administration of salary plan.

Appendix A: Personnel Evaluation Handbook

The Staff recommended that the evaluation form be rewritten and that the actual evaluation form be eliminated from the Personnel Manual.

Appendix B: Merit Pay Plan

The language reflects the main characteristics of the new Pay Plan that the Board had previously approved.

Appendix B - Exhibit 1: Job Descriptions

The recommendation was to eliminate the job descriptions from the Personnel Manual.

Appendix B - Addendum 1: Achievement Level Program

The recommendation was to eliminate the program upon final approval of the pay plan which includes a merit component and annual COLA adjustment. Administrator Modaff requested that an

employee who is in the process to obtain their next level be allowed to finish and receive that award.

Appendix C - Political Activity

Pending Village Attorney approval, this section would remain unchanged.

Appendix E - Addendum 1: Employee Safety Incentive Program

The only proposed change is in conformance with recent Village Board direction to eliminate the Safety Incentive Day. The Board was asked if any other changes were desired and none were suggested or made.

Appendix E - Addendum 1: Wellness Program

This program was stopped several years ago so it is recommended that it be eliminated from the Personnel Manual in its entirety.

Appendix F: Standard Operating Procedures for Village Vehicles

This will be included in the Employee Loss Prevention Manual and recommended that it be eliminated from this section in its entirety.

Trustee Baker inquired how close the Staff was in putting the manual together.

Administrator Modaff responded that based on the direction of the Board this evening, the manual can be assembled, reviewed by the Attorney and be brought back to the Board this summer.

4. EXECUTIVE SESSION

There was no need for an Executive Session.

5. ADJOURNMENT

President Pro Tem Napoli asked for a motion to adjourn the workshop meeting.

MOTION: Made by Trustee Brown, seconded by Trustee McMahon, to adjourn the workshop meeting at the hour of 7:50 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Mistele, Brown, Napoli, Schoenbeck and McMahon; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

August 11, 2008

*Acting* Robert A. Napoli  
Village President

Minutes transcribed by Mary Partyka.