

PUBLIC NOTICE
IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND
ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

A SPECIAL MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
AND THE PLAN COMMISSION OF THE VILLAGE OF WHEELING
WILL BE HELD ON MONDAY, MAY 23, 2016, AT 6:30 P.M.,
IN THE PUBLIC WORKS LUNCHROOM,
77 WEST HINTZ ROAD, WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** NONE
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
 - A. [Resolution Affirming an Agreement between the Village of Wheeling and the Wheeling Firefighters Association \(IAFF Local 3079\), for the Period May 1, 2016 through April 30, 2019](#)**
 - B. [Resolution Affirming an Agreement between the Village Of Wheeling and the Combined Counties Police Association, Wheeling Chapter for the Period May 1, 2016 through April 30, 2019](#)**
 - C. [Resolution Affirming an agreement between the Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, Communications Personnel/Records Clerks/Community Service Officers/Evidence Property Officer for the Period May 1, 2016 through April 30, 2019](#)**

- D. [Resolution Affirming an Agreement between the Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, Sergeants for the Period May 1, 2016 through April 30, 2019](#)
- E. [Resolution to Authorize a Temporary Increase in the Number of Lieutenant/Paramedic Positions and the Total Number of Personnel within the Fire Department](#)
- F. [Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085](#)
- 12. **OLD BUSINESS** NONE
- 13. **NEW BUSINESS** All listed items for discussion and possible action
- A. **GENERAL DISCUSSION BETWEEN THE WHEELING VILLAGE BOARD AND THE WHEELING PLAN COMMISSION**
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** NONE
- 16. **EXECUTIVE SESSION**
- 17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**
- 18. **ADJOURNMENT**

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

PLEASE NOTE THAT THIS MEETING WILL NOT BE TELEVISED.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.A

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 23, 2016

TITLE OF ITEM SUBMITTED: Resolution Affirming an Agreement between the Village of Wheeling and the Wheeling Firefighters Association (IAFF Local 3079), for the Period May 1, 2016 through April 30, 2019

SUBMITTED BY: Michael A. Crotty,
Assistant Village Manager/Director of Human Resources

BASIC DESCRIPTION OF ITEM¹: A resolution approving the provisions of the collective bargaining agreement for the period described above for Firefighters, Firefighter/Paramedics, Fire Lieutenants and Fire Lieutenant/Paramedics represented by the Wheeling Firefighters Association (IAFF Local 3079).

BUDGET²:

BIDDING³:

EXHIBIT(S) ATTACHED: Executive Summary memorandum, resolution and contract.

RECOMMENDATION: Staff recommends adoption of the resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Michael A. Crotty, Assistant Village Manager/Director of Human Resources
DATE: May 18, 2016
SUBJECT: Proposed Wheeling Firefighters Association (IAFF Local 3079) Agreement

EXECUTIVE SUMMARY

The Village has concluded collective bargaining with the Wheeling Firefighters Association (IAFF Local 3079), and staff recommends that the Village President and Board of Trustees adopt the requisite resolution affirming the resulting agreement for the Firefighter Paramedic and Fire Lieutenant bargaining unit.

Attached for presentation to the Village President and Board of Trustees is the collective bargaining agreement negotiated with the Wheeling Firefighters Association (IAFF Local 3079). The Fire Union ratified the agreement on May 4, 2016, and the following is a listing of changes:

Economic Items:

1. *Term of Agreement* – 3 year contract from May 1, 2016 through April 30, 2019.
2. *Wages* – 2.50% increase effective May 1, 2016, 2.50% increase effective May 1, 2017, and 2.75% increase effective May 1, 2018.
3. *Insurance* – Effective July 1, 2016, increase the employee contribution toward premium from 10% to 11%, and again from 11% to 12% effective July 1, 2017. Effective July 1, 2016, increase the HMO office visit co-pay from \$10 to \$20, and the HMO emergency room visit co-pay from \$50 to \$75. Effective January 1, 2017, increase PPO plan deductibles from \$400/\$800 to \$500/\$1,000 for single/family coverage, respectively;
4. *Holidays* - Add Memorial Day to the list of five existing holidays on which employees who are working receive holiday pay.
5. *Vacation* - Add an additional duty day of vacation for employees at 24+ years of service.
6. *Out-of-Rank Pay* – Extend existing out-of-rank pay to lieutenants working out-of-rank as Battalion Chiefs for periods in excess of four hours at a time.

Non-Economic Items:

1. *Paramedic Decertification:* Restrict the option to decertify paramedic status to only those who have served as a paramedic for at least 20 years.
2. *Drug Testing:* Revise the listed cutoff thresholds to be consistent with current DOT regulations.

3. *Tuition Reimbursement:* Outdated language applicable to employees who would have completed college degrees before December 31, 2005 is deleted.

All other existing contract provisions remain status quo, and any proposals advanced during the negotiations but not included above are dropped. A red-line version is available if you or the Board would like to see it.

If you have questions, please let me know. I understand that the Village Board will consider approval of this contract on May 23, 2016.

/mac
attachments

RESOLUTION NO. 16-_____

**A RESOLUTION AFFIRMING AN AGREEMENT BETWEEN THE
VILLAGE OF WHEELING AND THE WHEELING FIREFIGHTERS
ASSOCIATION (IAFF LOCAL 3079)
FOR THE PERIOD MAY 1, 2016 THROUGH APRIL 30, 2019**

WHEREAS, the Wheeling Firefighters Association ("Association), a labor organization comprised of and representing all sworn full-time Firefighters, Firefighter/Paramedics, Lieutenants and Lieutenant/Paramedics has been formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village of Wheeling has recognized the Association as the exclusive bargaining representatives for the above said employees; and

WHEREAS, the Village of Wheeling has met with the duly authorized representatives of the Association in accordance with the conditions outlined in the Illinois Public Labor Relations Act; and

WHEREAS, the parties have reached agreement to the terms and conditions relating to salaries, benefits and overall working conditions as they relate to the above said employees for the period of May 1, 2016 through April 30, 2019 as attached.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the collective bargaining agreement between the Village of Wheeling and the Wheeling Firefighters Association effective May 1, 2016 through April 30, 2019 is hereby approved. Furthermore, the Village President is hereby authorized to execute said agreement. Furthermore, all necessary appropriations are hereby authorized to effectuate the terms and conditions outlined with said collective bargaining agreement

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of May, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND THE
WHEELING FIREFIGHTERS ASSOCIATION**

THIS AGREEMENT made this 23rd Day of May, 2016, by and between the **VILLAGE OF WHEELING**, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the **WHEELING FIREFIGHTERS ASSOCIATION, Local 3079, of the International Association of Firefighters, AFL-CIO**, an association comprised of and representing all sworn full-time, bargaining unit members of the Wheeling Fire Department as described in Article I (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Village has met with the duly authorized representatives of the Association; and

WHEREAS, the Village and the Association have negotiated and agreed to the wages, hours, terms and conditions of employment for the bargaining unit members of the Association for the period of May 1, 2016 to April 30, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I - RECOGNITION

The Village recognizes the Association as the sole and exclusive bargaining representative for a bargaining unit consisting of all sworn, full-time employees of the Village of Wheeling Fire Department holding the classification of firefighter, firefighter/paramedic, lieutenant or lieutenant/paramedic. Individuals within said unit are hereinafter referred to as "employees." For the purpose of this Agreement, the rank of firefighter shall include firefighter/paramedic and the rank of lieutenant shall include lieutenant/paramedic.

Such unit shall not include volunteer or paid on call personnel; nor include managerial, supervisory, professional or confidential employees (as defined by the Illinois Public Labor Relations Act) of the Village of Wheeling within the Fire Department.

ARTICLE II - RIGHTS OF MANAGEMENT

The Association recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine the operations or services to be conducted by employees of the Village and solely determine all standards of service to be offered to the public; to determine the methods, means, organization, number of personnel, equipment, facility, and materials to be employed or needed to carry out the operations of the department; to supervise and direct the working forces; to hire employees and to establish the qualifications for employees to be hired; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign

overtime; to determine whether those services are to be provided by employees covered by this agreement or by other employees or persons not covered by this agreement; to make, alter and enforce reasonable rules, regulations, orders and policies, to evaluate employees; to discipline, suspend, demote and discharge post-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE III - DIRECT COMPENSATION

3.1 Merit Pay Step Increases

Any employee who has completed one (1) year of continuous service with the Village shall be eligible for consideration for a merit pay step increase. The date of eligibility and effective dates for any merit pay step increase shall be dependent upon the starting date of regular employment or the date of promotion to the rank of lieutenant, whichever is applicable, herein referred to as "anniversary date." Upon each successive anniversary date, an employee shall be eligible for a merit pay step increase until the employee has reached the top step of the pay plan. The purpose of the merit pay salary system is to evaluate the performance of the employees of the Village in the accomplishments of their assigned duties and responsibilities. In evaluating an employee's performance, it is necessary to take factors into consideration which have direct relationship to the accomplishment of work assignments. Such factors include, but are not limited to, job industry, job knowledge, job dependability, job attitude and public relations. The decision to deny a merit pay step increase shall be subject to the grievance procedure, and may be reversed where there is no reasonable basis for such a denial. The arbitrator shall have the authority but shall not be required to grant a retroactive merit pay increase should the decision of the Village be reversed. If an employee has been denied a merit pay step increase, the employee shall be reevaluated within six (6) months. An employee who receives a satisfactory reevaluation shall receive a merit pay step increase effective on the date of such reevaluation.

3.2 Salary Schedules

- (a) Effective May 1, 2016, all base salaries for Firefighter, Firefighter/Paramedic, and Lieutenant shall be increased by two & one half percent (2.5%).
- (b) Effective May 1, 2017, all base salaries for Firefighter, Firefighter/Paramedic, and Lieutenant shall be increased by two & one half percent (2.5%).
- (c) Effective May 1, 2018, all base salaries for Firefighter, Firefighter/Paramedic, and Lieutenant shall be increased by two & three quarter percent (2.75%).

A "Salary Schedule" reflecting these changes is attached as "Appendix A" of this agreement.

ARTICLE IV - HOURS OF WORK AND OVERTIME

4.1 STARTING TIMES FOR 24-48 HOUR EMPLOYEES

The shift starting times for employees assigned to twenty-four (24) hour shifts, known as 24-48 hour employees, shall be between 6:30 a.m. and 8:30 a.m. In the event of a change in starting time, reasonable notice of not less than 24 hours will be given to affected employees.

4.2 CONDITIONS FOR WORK SCHEDULE CHANGES OF 24/48 HOUR EMPLOYEES

The Village has the discretion to make a permanent change in the basic work schedule of the 24-48 hour shift employees. Any such change in the basic work schedule of the 24-48 hour shift employees shall be subject to the following provisions:

1. The Village shall provide the Association written notice of any desired work schedule change prior to the proposed implementation of any such change;

2. The Village shall provide evidence and/or demonstrate the need basis for any desired work schedule change;

3. Prior to any implementation of any work schedule change, the Association may demand in writing bargaining with the Village over the decision (content and substance) to change work (shift) schedules and also the impact of the desired work schedule change. The Parties shall have at least thirty (30) calendar days in which to engage in such negotiations.

4. Absent agreement of the Parties concerning the decision and/or the impact of any desired work schedule change, the matter shall be submitted to interest arbitration. The Interest Arbitrator shall use as criteria those standards set forth in the Illinois Public Labor Relations Act. The Interest Arbitrator shall also use, as a criteria, the interests and needs of both the bargaining unit employees and the Village.

5. Both the Village and the Association may submit proposals to the Interest Arbitrator. However, the Interest Arbitrator's authority is limited solely to either adopting or rejecting the Village's proposal concerning any change in the "24-48 hour" shift schedule. The Interest Arbitrator may not rule on any proposal submitted by the Association.

6. Where the Interest Arbitrator has adopted the Village's proposal, the Village may reject the Interest Arbitrator's decision adopting the Village's proposal. In such circumstances, this "right of rejection" must be exercised in a reasonable period, not exceeding thirty (30) calendar days unless expressly otherwise mutually agreed to by the Association and the Village. Where, the

Village exercises this "right of rejection," the status quo ante shall be maintained and there shall be no change in the "24-48 hour" shift schedule.

7. The Village may petition for interest arbitration in regard to changing the schedules of 24-48 hour shift employees only once during the term of the labor agreement.

8. Until the terms of Paragraph 1 through 6 have been satisfied, the basic work schedule of the 24-48 hour shift work employees shall not be changed by the Village.

4.3 Computing Hourly Wage

(a) The normal work week for all employees covered by this Agreement shall be an average of fifty-four and two tenths (54.2) hours per week, for the purpose of computing hourly and overtime pay. The hours per work week are attained by calculating the total number of hours per year, two thousand nine hundred twelve (2,912), less Kelly Day adjustments, and dividing by fifty-two (52) weeks. The "regular hourly rate of pay" shall be determined by dividing the employee's annual salary by two thousand eight hundred sixteen (2,816).

(b) Employees shall be considered to be on a twenty-eight (28)-day work cycle for the purpose of computing overtime pay as provided in the Fair Labor Standards Act. For purposes of this Fair Labor Standards Act, hours worked shall not include hours paid but not worked such as holidays, vacation days, etc.

4.4 Overtime

Any time worked beyond an employee's regularly scheduled work day shall be defined as overtime. Except as provided in Section 4.6 (a) of this Article, overtime shall be paid at time and one half the employee's regular hourly pay rate, with a guaranteed minimum of one (1) hour (one and one half hours pay) for the first hour or less worked with additional time being credited in quarter hour increments. Any employee who is assigned to the disaster staffing schedule in accordance with SDG # 300-32 of the Wheeling Fire Department shall be paid overtime for any time worked during the disaster situation in excess of the hours that would have been worked by the employee on his regular 24/48 hour work schedule. An employee who has left the premises after working a scheduled shift and is required to return to work or, an employee who receives training in accordance with Section 4.10 other than his scheduled duty day(s) shall receive a minimum of two (2) hours pay at his overtime rate of pay.

An employee shall receive compensation for overtime on the next scheduled pay day after working the overtime. Any overtime accrued as a result of the Fair Labor Standards Act (FLSA) shall be included on the next scheduled pay day following completion of the work cycle.

4.5 Callback

Callback shall be defined as overtime for employees who return to work for general alarms. Callback shall be voluntary except when an unusual emergency condition would require otherwise.

4.6 Holdover

(a) Holdover shall be defined as overtime for which an employee of the appropriate classification is held over after the completion of his scheduled shift to cover a manpower shortage or to complete a service call. An employee held over to complete a service call shall receive a minimum of fifteen (15) minutes pay at his overtime rate with additional time being credited in fifteen (15) minute increments.

(b) An employee may be held over during the period a hireback is located or longer if a hireback is not obtained. The Fire Chief will first request volunteers of the appropriate rank or classification from the preceding shift to work the position for which the manpower shortage exists. If after requesting volunteers from the preceding shift, the manpower shortage still exists, the Fire Chief may require the first eligible employee(s) on the applicable list from the preceding shift and station for which the manpower shortage exists to work

4.7 Hireback

(a) Hireback shall be defined as overtime for which an employee returns to work because of a manpower shortage. An expected hireback shall be defined as a manpower shortage that is reasonably anticipated prior to the date it is needed. An unexpected hireback is a manpower shortage that arises just prior to the start of a shift.

(b) Hireback shall be fairly distributed on a voluntary basis by using a hireback list based on seniority. Separate lists for long and short-term hirebacks shall be maintained on the basis of particular rank. Long-term hireback is defined as a period of greater than twelve (12) hours. Short-term hireback is defined as a period of twelve (12) hours or less. New employees and newly promoted employees will be placed at the bottom of the appropriate list according to seniority. Seniority on each list shall be determined by the length of service for each individual within that particular rank. The employee first on the appropriate list who can fulfill the duties of the rank or classification for which the manpower shortage exists, shall be offered the hireback first. If the employee first on the list is unavailable, the next employee on the list who can fulfill the duties of the rank or classification for which the manpower shortage exists shall be offered the hireback position next, and so on. After an employee is contacted, he has the option of accepting or refusing the hireback. If the hireback is accepted, the Station Officer will advise the employee as to what time to report for duty, as well as which station to report to. If the hireback is refused, the Station Officer will proceed to the next employee on the hireback list. When an employee accepts or refuses the hireback, his name goes to the bottom of the list and the next employee becomes first on the list except for forceback situations in which an employee is required to work. The employee who works a forceback, or his replacement, if the employee so chooses to

have a replacement volunteer to work the forceback for him, has the option of having his name go to the bottom of the list or retaining his position on the list.

(c) If, after attempting to contact all eligible employees on the list for an unexpected hireback, the manpower shortage still exists, the Fire Chief (and/or his/her designee) may require the holdover employee(s) from the preceding shift to work the hireback. For an expected hireback, except in situations that occur where it is not practicable to use the following procedure, the Department will attempt to contact all eligible employees on the list on at least two shifts prior to the date of the hireback (on the fourth and fifth calendar days prior to the date of the hireback, if the need for a hireback is known five days in advance) before requiring the first eligible employee(s) on the applicable list who are contacted on the second shift day to work the forceback.

(d) An employee who is required to work a forceback may obtain a replacement to volunteer to work part or all of the forceback for him. The employee must obtain a paramedic replacement to work for him if a firefighter replacement would result in the number of paramedics on duty to fall below the minimum necessary to staff the Department's ambulances.

(e) No employee shall be offered hireback for his assigned shift.

(f) Employees who have worked forty eight (48) hours continuously shall not be eligible to work a hireback, forceback, holdover for hireback, or extra duty. Those employees shall retain their position on the list and have at least twelve (12) hours off-duty before being required to work a forceback, holdover for hireback, or extra duty.

(g) Any employee who has entered into a scheduled time off period (vacation, holiday, kelly day, duty trade) will not be required to work a forceback, holdover for hireback or extra duty and may refuse hireback without forfeiting their position on the hireback list. A scheduled time off period shall begin at the end of the employee's shift on the last day he is scheduled to work prior to the scheduled day(s) off, and will end at the beginning of the employee's shift on the day the employee is scheduled to return to work.

(h) An employee who is returning to work from being off on sick leave must work one (1) duty day on shift before being eligible to work hireback.

(i) When more than one (1) hireback is needed for a specific shift, hirebacks of twenty four (24) hours shall be offered first.

(j) Employees from one rank cannot be used to fill another rank for hireback basis, except when an unusual emergency condition exists and per the order of the Fire Chief.

(k) For unexpected manpower shortage which affects minimum manning requirements and arises after the start of a shift, or an unusual emergency condition occurs, the procedure used for hireback shall be at the discretion of the Fire Chief.

4.8 Extra Duty

Extra duty shall mean an employee being required to work overtime for reasons other than to complete a service call following a shift, a manpower shortage, or training, including paramedic training. The Fire Chief will first seek volunteers to work extra duty before requiring an employee to work. Specific employees, however, may be selected for extra duty assignments based upon specific skills, ability or experience.

4.9 Unusual Emergency Condition

Nothing set forth herein shall limit the ability of the Fire Chief to require an employee to work overtime when an unusual emergency condition exists.

4.10 Training

(a) On Duty: An employee who receives training or examination(s) during a scheduled duty day shall receive his normal straight time salary for such training.

(b) Off Duty: An employee who receives training or examination(s) required by the Village or training to obtain or maintain special teams certification approved by the Village (e.g. above and below grade rescue, confined space, hazardous materials specialist, hazardous materials technician, dive rescue, etc.) other than during his scheduled duty day(s) shall receive a minimum of two (2) hours at time and one half his regular hourly rate of pay. An employee who requests to voluntarily attend other training approved by the Fire Chief will be released from duty without loss of pay to attend such training. Time spent to voluntarily attend other training approved by the Fire Chief outside the employee's scheduled hours of work shall not be compensated by the Village. All such training shall require the Fire Chief's written direction to the employee to attend.

(c) The Village shall pay all costs for training that is required or approved by the Village that results from the requirements of the course.

(d) An employee who attends a training seminar lasting more than three (3) consecutive days or an employee who is required to attend basic firefighter certification training may, at the discretion of the Fire Chief, attend such training in lieu of working their normally scheduled shift for the period of such training. The employee, however, shall not be required to work the day preceding or following such training (including travel days when attending training 200 miles or greater from the Village) and shall receive their normal straight time salary for such period.

(e) All travel expenses for training off the Village premises shall be reimbursable in accordance with the policies, practices and procedures of the Village of Wheeling.

All travel time for training or examination(s) within the six county Chicago metropolitan area shall be reimbursable in accordance with the policies, practices, and

procedures of the Wheeling Fire Department. The travel polices for the Village and the Wheeling Fire Department are attached as Appendix "B" hereto.

(f) Training opportunities, which the Fire Department decides to offer to employees, shall be posted in all fire stations and such posting shall set forth the cost and the amount of reimbursement provided by the Village. As the Fire Chief or his designee determines a need for training, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees in accordance with SDG# 100-14.

(g) The Fire Chief may require all personnel to attend mandatory training exercises from time to time. Advance notice of said training will be provide by the Fire Chief or his designee a minimum of fourteen (14) calendar days prior to the scheduled training exercise. All employees who have entered into a scheduled time off period due to a vacation, holiday, or Kelly day will be excused from attending the mandatory training exercise, unless the employee so chooses to attend. A scheduled time off period shall begin at the end of the employee's shift on the last day he is scheduled to work prior to the scheduled day(s) off, and will end at the beginning of the employee's shift on the day the employee is scheduled to return to work.

(h) The provisions of this Section shall not apply to training for obtaining or maintaining paramedic certification. Overtime for paramedic certification shall be in accordance with the provisions of Article XIII

4.11 No Pyramiding

There shall be no pyramiding of overtime or premium compensation rates provided the employee shall receive the highest applicable rate for each hour or fraction thereof.

ARTICLE V - OFF-THE-JOB INJURY OR ILLNESS

5.1 Sick Leave

(a) Sick leave will be accrued at twelve (12) hours per month for employees. Sick leave may be accumulated to an unlimited amount. Only accrued sick leave shall be used. Authorized sick leave shall only be utilized for an employee's absence due to a non-service related injury or illness and for an injury or illness of an immediate member of his/her family. For the purposes of this policy, immediate family is defined as spouse, parent, as well as any child or step child under the age of eighteen..

(b) Sick leave shall not be used for absences for routine dental, optical, or medical appointments including elective cosmetic surgery that can be flexibly scheduled by the employee in advance. Sick leave may be used for reconstructive surgery related to injury, illness, or birth defects. An employee with any complications arising from elective cosmetic surgery not related to injury, illness, or birth defects must utilize any accrued holiday time, Kelly days, and vacation time prior to utilizing any accrued sick

time. Absence for a fraction of a day that is chargeable to sick leave shall be rounded off to the nearest hour.

(c) In the event an employee is unable to work due to illness or injury, he must inform the on-duty shift commander at least one (1) hour prior to his scheduled starting time. An employee is responsible for making a report on each duty day thereafter the injury or illness continues unless larger intervals are otherwise directed by the Chief. Failure to do so shall subject the employee to discipline. Failure to notify the Village for three (3) consecutive days of absence without just cause shall constitute cause for discharge.

(d) A medical certificate from the employee's physician certifying that the employee was unable to work and that includes the anticipated date of return to work, if any, shall be required for any illness or injury absence prior to returning to work in order to receive sick leave pay in the following instances:

1. Reasonable suspicion of abuse;
2. A total of four (4) occurrences and thereafter in a fiscal year; and
3. Upon two (2) or more consecutive duty days absence.

(e) The Village may require a medical certificate from a Village physician, describing the illness or injury, treatment provided, as well as the anticipated date of return to work, if any. The Village will assume the expense for the Village's physician's examination. Requests for a medical certificate shall be reasonable and timely.

(f) All medical certificates required by the Village shall be kept as confidential medical records.

(g) Sick leave shall continue to accrue during time lost from work as a result of a service connected injury or illness, or while the employee is on accrued sick leave. An employee must be in pay status for at least fifteen (15) calendar days during the month in order to accrue sick leave credit for the month. An employee who moves from one position within the Village to another in the Village's service and whose service is continuous or who is transferred will be credited in his new position with his unused sick leave. In the event an employee is laid off, on extended military leave, goes on unpaid leave of absence, or accepts a disability pension, and returns to the Fire Department's active service, the employee shall be credited his accrued sick leave at the time he was placed on such status.

5.2 Extended Off-the-Job Injury or Illness

(a) An employee who is unable to perform the duties of his position due to a non-service connected injury or a major illness must first use all accrued sick leave. Should said sick leave expire, all accrued holiday time, vacation time, and any vacation time accrued during that fiscal year for use in the next fiscal year shall then be utilized. Should the employee continue to be unable to assume the duties of his position, at the

expiration of all sick leave, holiday and vacation time, he shall provide a doctor's affidavit as evidence of such inability to the personnel director.

(b) All employees who have been employed by the Village of Wheeling for less than four (4) years may apply for an unpaid leave of absence in accordance with Article VI, Section 6.5, herein.

(c) All employees who have been employed by the Village for four (4) or more continuous years and who have experienced an off-duty injury/illness that has been deemed to be rehabilitative within one (1) year (365 days) shall be eligible for paid administrative sick leave in accordance with the provisions herein.

(d) Paid Administrative Sick Leave shall not be used as a substitute for the disability pension benefits provided for in the Illinois Compiled Statutes, Chapter 40, Section 4-101 et. Seq.

(e) An employee who is not eligible to apply for disability pension benefits shall be placed in an unpaid leave of absence status for a period of thirty (30) days. After said thirty (30) day period, if the employee is still unable to perform the duties of his position, as evidenced by an affidavit from the Village's physician, the employee shall be placed upon Paid Administrative Sick Leave. Paid Administrative Sick Leave shall consist of payment of the employee's full salary, including payment for the first thirty (30) days, for the period of the employee's illness or injury, up to three (3) calendar months. If the injury or illness extends into a new fiscal year, the Paid Administrative Sick Leave shall be interrupted and any additional accrued vacation for the new fiscal year shall be utilized, after which the balance of the Paid Administrative Sick Leave shall continue, if necessary. No sick leave, Kelly days, holiday or vacation time will be accrued while an employee is in the status of Paid Administrative Sick Leave, however all other benefits shall be continued. Paid Administrative Sick Leave shall be cumulative and all employees shall be entitled to a maximum of three (3) months leave under these provisions during their employment with the Village of Wheeling. Light duty assignment while on Administrative Sick Leave shall be administered in accordance with Article XVII of this agreement except for accrual of Kelly days.

ARTICLE VI - ADDITIONAL LEAVES OF ABSENCE

6.1 Military Reserve Leave

Military leave shall be granted in accordance with applicable law.

6.2 Witness Leave

An employee who is required by the Village or subpoenaed to attend attorney interviews, give depositions or testify with respect to lawsuits or administrative proceedings which the Village institutes or which arise out of the employee's employment by the Village, shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required by the Village or

subpoenaed to participate in such activities during off-duty hours, the employee shall be paid at time and one-half the employee's regular hourly rate of pay for all such time of required participation (including reasonable and necessary travel time) with the minimum of two (2) hours pay.

The provisions of this Article shall not apply to either lawsuits or administrative proceedings which are brought by or on behalf of an employee and/or the Association or disciplinary proceedings unless an employee is required or subpoenaed by the Village to participate in such activities.

An employee shall notify the Fire Chief as soon as possible if he is required to report or appear as a witness as set forth above.

If an employee is compensated by the Village for testifying, any other compensation the employee receives for such service shall be submitted to the Finance Department.

6.3 Jury Duty Leave

(a) An employee shall be granted a leave of absence without loss of pay when physically required to report for jury duty. Where an employee is initially scheduled to report for jury duty and the employee is on duty the preceding calendar day, that employee's jury duty leave shall start no later than seven (7) p.m. on the preceding day.

(b) If an employee is not physically required to report for jury duty but is under obligation to contact the court on a daily basis to determine if he must physically report for jury duty, the parties shall adhere to the following conditions:

1. If the employee is on duty at the time the call is made and he is told to report to jury duty the following morning, the employee shall be released from duty no later than seven (7) p.m.
2. If the employee is on duty at the time, the call is made and he is told to report to jury duty the same day, the employee shall be released from duty as soon as possible.

(c) If an employee is scheduled for jury duty on the same day as he is scheduled to be on duty, the employee shall return to duty, immediately after being released by the court with no further obligations to that jury or court; regardless of the time of day.

(d) The employee shall submit all fees paid for jury duty to the Finance Department.

6.4 Death in the Family

Absence with pay not to exceed one (1) duty day will be granted to an employee for the death of a member of his family (which shall be defined as the current spouse, child or step-child, parent including step-parent, sibling including step-siblings, sister or brother-in-law, mother or father-in-law, grandparents or grandchildren of the employee

or spouse). Employees who wish to attend a funeral for other than the persons mentioned above may take vacation or holiday time for this purpose.

Requests for extension of leave for death of a current spouse, parent (including step parent) or child (including step child) may be granted by the Fire Chief in the reasonable exercise of his discretion and shall be charged to holiday or vacation leave.

The Village may require verification of the funeral and/or of the employee's relationship to the deceased.

If an employee is notified of the death of his current spouse, parent (including step parent) or child (including step child) during his work day, the employee will be relieved from duty with pay and the portion of such work day that the employee is relieved shall not count as one of the leave of absence day(s) provided above but will be deducted from the employee's accrued sick leave.

6.5 Unpaid Leaves of Absence

All other unpaid leaves of absence shall be subject to the approval of the Fire Chief and Personnel Director. Any employee who is granted an unpaid leave of absence may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved unpaid leave of absence subject to the provisions of the Village's health plan. The employee is responsible for paying the full cost of health and life insurance on a monthly basis including the portion normally paid by the Village in advance. It shall be the employee's responsibility to arrange with the Finance Department for the payment of continued benefits prior to commencing an unpaid leave of absence. The provisions of this paragraph shall not be applicable to employees receiving disability pensions granted in accordance with the provisions of Illinois Compiled Statutes, Chapter 40, Section 5/4-101 et seq.

6.6 Family or Medical Leave Act (FMLA)

Family or medical leave will be granted, when requested and approved, or designated as such, by the Personnel Director or his designee, in accordance with applicable federal and state laws. The employee may use, upon the employee's request, or be required to use, at the discretion of the Village, all accumulated vacation and holiday time before the unpaid portion of the family or medical leave begins. Employees will be allowed to retain two (2) duty days of accrued vacation time for use during the current fiscal year even though they have gone on unpaid leave during the current fiscal year. An employee on family or medical leave may retain Village medical insurance during the leave in accordance with applicable federal and state laws.

ARTICLE VII - VACATION, HOLIDAYS, SCHEDULING OF VACATION AND HOLIDAY LEAVE AND KELLY DAYS

7.1 Vacation

(a) Employees shall accrue vacation leave on a monthly basis for use in the next fiscal year. Vacation leave will be determined by length of continuous employment, and

department seniority, and shall accrue as set forth in Appendix C. Vacation leave shall not be used to reduce the total number of hours in a work week for the purpose of computing hourly or overtime pay.

(b) Vacation leave will not be accrued by an employee who is not on a regular pay status: (i.e., disability leave for non-job-related illness or injury, suspension, or unpaid leave of absence) for at least fifteen (15) calendar days in a month.

(c) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury or illness.

(d) An employee who terminates his employment prior to one (1) year of continuous service shall not have accrued any vacation time.

(e) One (1) vacation day shall be equal to one (1) twenty-four (24) hour duty day; except for light duty situations as addressed in Article XVII. Vacation leave must be used in increments of at least one (1) vacation day.

(f) Employees who have completed one year of continuous service, and whose employment is thereafter terminated before all accrued vacation leave has been used, will have the amount of accrued vacation leave pay added to their final pay check. In the event of death, any vacation accrued but unused shall be paid to the estate of the deceased employee. Any employee whose employment is terminated before vacation leave advanced has been accrued, will have the amount of un-accrued vacation leave pay deducted from his final pay check.

(g) In the event an employee accrues any vacation leave which includes an amount of vacation leave less than a full twenty-four (24) hour duty day, said employee will be paid for the vacation leave which is less than one (1) full duty day, on a pro rata basis at the end of the fiscal year.

7.2 Holidays

(a) Each employee shall receive seven (7) duty days of holiday leave to be used each year as a substitute for and in place of recognized holidays and personal days. Holiday leave shall accrue on the basis of 14 hours per month. Any employee leaving the employment of the Village prior to the end of the fiscal year shall receive only pro-rated holiday leave or pay for those hours accrued. Holiday leave taken but not accrued shall be deducted from the employee's final paycheck at such time as the employee leaves employment with the Village.

(b) Holiday leave will continue to be accrued during time lost from work as a result of a service connected injury or illness. Holiday leave will not be accrued by an employee who is not on a regular pay status (i.e., disability leave for non-service related illness or injury, suspension, or unpaid leave of absence) for at least fifteen (15) calendar days in a month.

(c) One (1) holiday shall be equal to one (1) twenty-four (24) hour duty day; except for light duty situations as addressed in Article XVII. Holiday leave shall be used in increments of at least one (1) holiday.

(d) Holiday leave shall not be used to reduce the total number of hours in a work week for the purposes of computing hourly or overtime pay.

(e) In the event an employee accrues any holiday leave which includes an amount of holiday leave less than a full twenty-four (24) hour duty day, or has holiday leave of less than a full twenty-four (24) hour duty day because of use for an extraordinary circumstance, said employee will be paid for such holiday leave which is less than one (1) full duty day, on a pro rata basis at the end of the fiscal year.

(f) Any employee who works on a duty shift on any of the following holidays, and who are not already receiving overtime for working that shift, shall be paid, in addition to their regular hourly pay for each hour worked, an additional fifty percent (50%) of their regular hourly rate of pay for each hour worked on Thanksgiving, Christmas, New Year's Day, Memorial Day, Labor Day and July 4th.

7.3 Scheduling of Vacation Time and Holiday Time

(a) All vacation leave shall be selected beginning on or about January 15th and end March 30th of each year according to the following procedure.

(b) The selection of all vacation leave shall begin after Kelly days have been assigned. Lieutenants and the excluded supervisory employee shall select vacation leave separately from the firefighters. At no time shall two (2) lieutenants or a Lieutenant and the excluded supervisory employee from the same shift be scheduled off on a vacation day, holiday, and/or Kelly day except in extraordinary circumstances and with the approval of the Fire Chief. Any day in the following fiscal year may be selected for vacation leave, except a firefighter may not select the same day which two (2) firefighters are scheduled off on a vacation and/or Kelly day. Once two (2) firefighters have scheduled a day off, such day shall be deemed closed and may not be selected for a vacation day by any other firefighter except in extraordinary circumstances, and with the approval of the Fire Chief. Vacations shall be selected by each employee, including the excluded supervisory employees on a department seniority basis per shift. Vacations for the Battalion Chief/Shift Commander (excluded supervisory employee) and the shift Lieutenants will be selected based upon seniority as an officer. Officer shall be defined as a Lieutenant and/or Battalion Chief. In round one (1), an employee may select any number of his vacation days in one pick, provided that any selection of more than one (1) vacation day shall be for consecutive shift days. An employee's Kelly day will not interrupt an employee's consecutive shift days for the purpose of selecting vacation leave. Once an employee has made a selection, the selection process proceeds to the next senior employee, and so on, until all employees have made their selections. In subsequent rounds, the selection process starts over again with the most senior employee, and so on, until all employees have made their selections. An employee who will be receiving additional vacation days on his anniversary date during

the fiscal year shall be granted the right to anticipate and schedule those vacation day(s) prior to the beginning of the fiscal year such anniversary occurs. An employee may anticipate accrued vacation leave up to two (2) duty days with the approval of the Fire Chief. Employees shall not be allowed to transfer or accumulate vacation leave from one fiscal year to another without the express written approval of the Village. In the event that an employee is ill or injured prior to the onset of, or during, a vacation leave for a total of two (2) consecutively scheduled vacation days or more, and has a doctor's certificate for that period, with the approval of the Fire Chief, an employee may have the vacation leave changed to sick leave with the employee able to reschedule his vacation leave.

(c) In the fiscal year an employee attains his sixth (6), twelfth (12), or eighteenth (18) anniversary of continuous employment, the employee shall be allowed to anticipate the additional vacation days provided for in Appendix C for use within said fiscal year. An employee who uses the above-mentioned additional vacation days and whose employment is terminated before the employee attains his anniversary shall have the amount of additional vacation days used deducted from his final paycheck.

(d) An employee may select any day during the fiscal year as a holiday provided that an employee may not select the same day in which three (3) employees have scheduled off. Once three (3) employees have scheduled a day off, such day shall be deemed closed and may not be selected for a holiday, except in extraordinary circumstances and with the approval of the Fire Chief. At no time shall two (2) lieutenants or a Lieutenant and the excluded supervisory employee from the same shift be scheduled off on a vacation day, holiday, and/or Kelly day except in extraordinary circumstances and with the approval of the Fire Chief.

(e) Holidays shall be selected by the fifteenth (15) day of the month preceding the month for which the holiday is to be taken. If more than the allowed number of employees, including the excluded supervisory employee, select the same holiday off prior to the fifteenth (15) of the month, selection of such holidays shall be by lottery. An employee may select a holiday after the fifteenth (15) day of the month preceding the month for which the holiday is to be taken, provided the day chosen is not closed and the request for the holiday is submitted in writing to the Battalion Chief or his designee a minimum of one (1) duty day (48 hours +) prior to the day requested. Requests for holidays after the fifteenth (15th) of the preceding month shall be subject to rejection by the Battalion Chief or his designee if said request is in conflict with scheduled specialized training or if said request would result in any overtime situations or expenses to the Village. An employee may select a holiday with less than 48 hours notice with the approval of the Battalion Chief.

(f) Rescheduling or exchanges of vacation leave or holidays may be granted with the approval of the Battalion Chief.

(g) An employee shall be permitted, subject to the approval of the Fire Chief, to utilize holiday time in increments of less than twenty-four (24) hours if extraordinary circumstances occur.

(h) Compensatory time off for excluded supervisory employees will not be considered and will not effect the scheduling of vacation days and holidays off.

7.4 Kelly Days

(a) Each employee is entitled to four (4) Kelly Days off each fiscal year.

(b) A Kelly Day shall be equal to one (1) twenty-four (24) hour duty day.

(c) The inclusion of four (4) Kelly Days reduces the work week to fifty four and two tenths (54.2) hours for the purpose of computing hourly and overtime pay.

(d) The scheduling of Kelly Days shall be determined by the Village. Only one (1) employee shall be scheduled off on a Kelly Day on any given duty day.

(e) Kelly days shall be determined by a lottery among employees, on each shift. For excluded supervisory employees, Kelly Days will be scheduled the same as holidays and shall be subject to the terms and conditions of Article VII, Section 7.3 Paragraph (d) through Paragraph (g).

(f) Kelly Day exchanges may be granted only within the contract year with the approval of the Battalion Chief.

7.5 Maximum Number of Personnel Scheduled Off

The maximum number of personnel permitted to be scheduled off per duty day (including the excluded supervisory employee) will be limited to three (3), unless authorized by the Fire Chief.

ARTICLE VIII - INSURANCE AND DISABILITY BENEFITS

8.1 Health Insurance

(a) The Village shall provide for each employee, substantially the same hospitalization and major medical benefit programs as existed on the effective date of this Agreement, in accordance with the terms and conditions of the Intergovernmental Personnel Benefit Cooperative (IPBC) Insurance Program. An employee may elect to participate in any HMO or PPO Plan that may be available to Village employees generally as a substitute for the Village's normal health insurance.

(b) Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company, provided the basic level of coverage and benefits remain substantially the same.

(c) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (PPO) (at the option of the employee), pre-admission and

continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix D.

(d) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.

(e) Major medical benefits shall have a three million dollars (\$3,000,000.00) lifetime maximum benefit per individual covered under the program, or the lifetime maximum provided by applicable law, whichever is higher.

(f) The Schedule of Benefits for the IPBC Insurance Program is attached as Appendix D hereto.

(g) Effective July 1, 2016, the \$10 office visit co-pay shall be increased to \$20 and the \$50 emergency room visit co-pay shall be increased to \$75 for the HMO plan. Effective January 1, 2014, prescription drug co-pays of \$10/\$20/\$35 (\$20/\$40/\$70 for mail order) for generic, formulary and non-formulary, respectively, shall be implemented for the HMO plan.

(h) The maximum share of health insurance premium costs an employee shall be required to pay for the Village's group health insurance programs is as follows:

Village	Employee
90.0%	10.0%
Effective July 1, 2016:	
Village	Employee
89.0%	11.0%
Effective July 1, 2017:	
Village	Employee
88.0%	12.0%

(i) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year .

(j) In the event of the death of an employee, the surviving dependent shall have the option to maintain health insurance at their own cost under the conversion privilege or may convert the insured's health policy, which option must be exercised within ninety (90) days of the insured's death. The dependent(s) are covered by the group policy for the ninety (90) day period at no cost to the dependent(s). Health insurance may be maintained under the conversion privilege only for such period of time as the dependent(s) are receiving pension benefits from the Fire Pension Fund.

(k) The Village will offer to employees the opportunity to participate in the Village Section 125 Flex Program on the same terms and conditions applicable to other Village employees, generally.

(l) Mental health disease, alcoholism, and chemical dependency are medical illnesses and therefore are to be covered by the same hospitalization and major medical benefits, and under the same terms and conditions, as any other medical illness.

(m) The parties agree that for calculation purposes, the premiums will be determined by actuarial data based upon the loss and claim analysis of the Village of Wheeling as a whole. Furthermore, all data used for this basis of establishing annual premiums will be made available for review by the Association, upon request in writing.

8.2 Dental Insurance

Any employee may elect to participate in any dental insurance program for themselves and their dependents, which the Village of Wheeling has provided to Village employees generally. The employee shall be responsible for one hundred percent (100%) of the cost of dental insurance coverage for himself and his dependents.

8.3 Life Insurance

The Village shall provide at no cost to the employee, a group term life insurance policy for each employee in the amount of the employee's annual base salary that is in effect on June 1st of each year.

8.4 On-the-Job Injury or Illness

The Village agrees to pay any employee who incurs an injury or illness in the line of duty causing him to be unable to perform his regular duties, his full pay and benefits for up to one (1) full year to the extent required by Illinois Compiled Statutes so long as the employee complies with the requirements of the Illinois Compiled Statutes.

All employees shall be required to comply with the procedural guidelines as set forth in the Rules and Regulations, general orders, special orders, policies and procedures of the Wheeling Fire Department and the Personnel Policy Manual of the Village of Wheeling, as are from time to time amended, with respect to on-the-job injuries so long as such guidelines do not conflict with any express provision of this Agreement or applicable law.

ARTICLE IX - ADDITIONAL BENEFITS

9.1 Additional Retirement Benefits

In addition to the eligibility to receive pension benefits in accordance with the rules and regulations of the Fire Pension Fund, employees shall be eligible for the following additional benefits upon retirement. An employee shall be deemed retired when said employee is receiving retirement pension payments from the Wheeling Fire Pension Fund.

(a) Health Insurance Coverage:

(1) An employee employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing, shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current employees, provided the employees pay all premiums for dependent coverage. The terms and conditions for administration of this provision when a retiree and his/her spouse becomes eligible for Medicare are outlined in Appendix E, "Side Letter of Agreement" and the attached "Illustration of Plan Options";

(2) An employee employed after August 15, 1981, having eight (8) or more years of continuous service immediately prior to separation in good standing, shall be eligible for health insurance benefits upon retirement, provided the employee pays all policy premiums.

In order to receive the above-mentioned coverage, an employee who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.

(b) Life Insurance

(1) An employee employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to retirement shall, upon retirement in good standing, continue to receive ten thousand dollar (\$10,000) life insurance coverage until age sixty (60). Upon attaining age sixty (60), the retiree shall have the option of applying for life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy; and

(2) An employee employed after August 15, 1981, having eight (8) or more years of continuous service immediately prior to retirement shall, upon retirement, have the option of applying for life insurance coverage at his own cost under the conversion privilege of the Village's group term life insurance policy.

(c) Post Employment Health Plan

- 1) The Village agrees to participate in the "Post Employment Health Plan (PEHP)" for Collective Bargained Public Employees ("Plan") in accordance with the terms and conditions of the plan participation agreement and the rules of the Internal Revenue Service (IRS) that may be amended from time to time.
- 2) The Association will designate a plan administrator for the plan, or its successors appointed in accordance with the plan and trust documents.
- 3) For the term of the agreement, the Village agrees to make pre-tax payroll deductions of twenty-five (25) dollars to the plan for each eligible employee per pay period.
- 4) For any employee who is eligible for a "Sick Leave Deferred Payment Account" in accordance with Article IX, Section 9.1 (d), the Village shall contribute 100% of the monetary value to the "Post Employment Health Plan" that would otherwise have been allocated to the "Sick Leave Deferred Payment Account" had the Village not participated in the plan.
- 5) The employee will contribute the entire amount of accrued vacation leave pay to the "Post Employment Health Plan" that would otherwise have been added to their final pay check upon termination of employment, subject to the terms and conditions of the plan, as well as the rules of the Internal Revenue Service (IRS) that may be amended from time to time.
- 6) Any contributions in an amount other than an equal dollar amount shall be deposited into the employee's "Post Employment Health Plan" in accordance with the terms and conditions of the plan, as may be amended by the plan administrator and/or the Internal Revenue Service (IRS).

(d) Sick Leave Deferred Payment Account (SLDPA)

Employees may utilize the Sick Leave Deferred Payment Account benefit at retirement, if eligible, in accordance with the provisions set forth herein. No employees retired prior to February 7, 2000 are eligible for the SLDPA benefit. Employees employed as of February 7, 2000 and individuals employed after that date may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein:

A Sick Leave Deferred Payment Account (SLDPA) is a method of allowing eligible employees to utilize a portion of accrued but unused sick time hours towards the payment of the employee's medical insurance plan upon retirement.

In order to be eligible to establish a SLDPA, the employee must:

- a. Have retired in good standing; and
- b. Have a least twenty (20) years of continuous service with the village immediately prior to retirement; or have at least ten (10) years of continuous service

with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and

c. Have at least 1,000 hours of accrued but unused sick time.

An employee must also have been continuously covered under the Village medical insurance plan for at least twelve (12) months immediately prior to retirement and in full compliance with all plan provisions, if the employee wants to use SLDPA funds to purchase any or all coverage provided by the Village's medical insurance plan. Employees who are not in compliance with this provision, retire, and then wish to reenter the Village medical insurance plan at a later date will be denied reenter into the Village's medical insurance plan.

The SLDPA shall be calculated by using the employee's final hourly wage multiplied by the number of accrued but unused sick time in excess of 1,000 sick time hours. The maximum number of hours of accrued but unused sick time which may be used within the SLDPA is 1,440 hours. For example, an eligible employee with 1,325 hours of accrued but unused sick time may use 325 hours within the SLDPA (1,325 hours minus 1,000 hours = 325 hours). An eligible employee with 2,440 hours of accrued but unused sick time may use 1,440 hours within the SLDPA (2,440 hours minus 1,000 hours = 1,440 hours). The maximum number of hours which may be used is 1,440. Any other accrued sick time remaining shall be forfeited.

The Village agrees to contribute the entire monetary value that would have otherwise been allocated to an eligible employee's Sick Leave Deferred Payment Account upon retirement, in one lump sum, to the Post Employment Health Plan on behalf of the employee. The Village agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Employees (referred to as the "Plan") in accordance with the terms and conditions of the plan participation agreement and the rules of the Internal Revenue Service (IRS) that may be amended from time to time.

9.2 Additional Disability Benefits

In addition to the eligibility to receive disability benefits in accordance with the Rules and Regulations of the Fire Pension Fund, employees shall be eligible for the following additional health insurance coverage benefits:

(a) On-the-Job Disability: Any employee having successfully completed his probationary period and who is receiving a disability pension payment from an on-the-job injury shall continue to receive the same health insurance coverage for themselves and their legitimate dependents, providing the employee pays all premiums for dependent coverage. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 9.1(a). Any employee who suffers a catastrophic injury or is killed in the line of duty shall receive health insurance coverage in accordance with the Illinois Compiled Statutes 820 ICLS 320/1 et seq.

- (b) Off-the Job Disability: Any employee who is receiving a disability pension for an off-the-job disability shall be eligible to receive health insurance benefits providing the employee pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 9.1(a).

ARTICLE X - SENIORITY, LAYOFF AND RECALL

10.1 Seniority

(a) Seniority is defined as the employee's length of continuous service uninterrupted by termination of employment since his last day of hire as a sworn full-time employee of the Wheeling Fire Department. For all purposes, seniority shall be deemed to mean departmental seniority unless otherwise specifically stated. Rank seniority is defined as the employee's length of continuous service in a promoted rank uninterrupted by termination of employment. For the purpose of this Article, firefighter employees shall include the classification of firefighter and firefighter/paramedic and lieutenant employees shall include the classification of lieutenant and lieutenant/paramedic.

If more than one person is hired or promoted on the same day, they shall be placed on the seniority list according to their rank on the hiring or promotional eligibility list, whichever is applicable, with the employee higher on the list being considered most senior. If two (2) or more employees are promoted on the same day and have the same rank on the promotional eligibility list, seniority will be based upon overall department seniority.

(b) Seniority shall not accumulate and is interrupted for employees while on layoff, unpaid leave of absence, or a non-service related disability pension. When an employee returns from a layoff, unpaid leave of absence, or a non-service related disability pension, his seniority shall be his length of service up to the date of layoff, or the beginning of an unpaid leave of absence, or non-service related disability pension.

10.2 Seniority List

On or before January 1 of each year, the Village shall prepare and provide to each employee and the Association a list setting forth the present seniority dates for all employees covered by this Agreement. Such list shall finally resolve all questions of seniority ranking affecting employees covered by this Agreement. The Village shall not be responsible for any errors in the seniority list, unless such errors are brought to the attention of the Village, in writing, within fourteen (14) calendar days from the date after the employee receives the list.

10.3 Termination of Seniority

The employment relationship and seniority shall be terminated for all purposes when an employee:

- a. resigns;
- b. is discharged for cause;
- c. retires or is retired;
- d. is absent without just cause exceeding the period for which an unpaid leave of absence has been granted or extended in writing; or
- e. is absent for three (3) consecutive duty days and fails without just cause to notify the Department.

10.4 Layoff

(a) In the event a reduction in force is necessary due to lack of work or funds or for other related or unrelated legitimate reasons, firefighter employees shall be laid off in inverse order of seniority and lieutenant employees in inverse order of rank seniority. Any lieutenant employee who is laid off shall have the right to bump the firefighter employee with the least seniority, provided the lieutenant has greater departmental seniority. Furthermore, in the event such a layoff pursuant to seniority would deplete the number of paramedic employees below minimum requirements established in Article XIII, Section 13.03 of this Agreement, firefighter/emergency medical technician employees shall be laid off first in inverse order of seniority before the layoff of a paramedic employee.

(b) Absent emergency, the Village shall notify the Association and all employees who are to be laid off, in writing, at least fifteen (15) calendar days prior to any layoff.

(c) Any employee who is on layoff may retain membership in the Village's plan for health and life insurance for up to eighteen (18) months, provided the employee does not have other employment which provides health insurance coverage. The employee is responsible for paying the full cost of those benefits including the portion normally paid by the Village. It shall be the employee's responsibility to arrange with the Finance Department to pay for the benefits listed above.

10.5 Recall List

Employees who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work of a firefighter. Paramedic employees who may have failed, through no fault of their own, to maintain their paramedic certification while on layoff shall be rehired at firefighter compensation and retrained at Village expense. Paramedic employees who may have failed, as a result of their own fault, to maintain their paramedic certification while on layoff shall be rehired at firefighter compensation but will be responsible for all tuition and/or fees associated with enrollment in paramedic school at their own expense. Once they become provisional paramedics again they shall receive pay according to the salary schedule for firefighter/paramedic

No new employee shall be hired to a bargaining unit position until all employees who are qualified on the recall list have been recalled and given sufficient opportunity to return to work.

10.6 Recall Notice

(a) Employees who are eligible for recall shall be given written notice of recall by certified mail with return receipt. The employee must notify the Fire Chief of his intention to return to work within seven (7) calendar days following the receipt of a notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his last mailing address. The Village shall provide a copy of each recall notice to the Association Executive Board, including a copy of the certified mail certificate. The Village may proceed to recall the next name on the recall list after the seven (7) calendar days has elapsed, provided the employee does not respond. Failure to respond to the recall notice within the specified time will result in removal of the employee from the recall list.

(b) Employees who are notified of recall shall return to work no later than fourteen (14) calendar days following notification, if so ordered by the Village, unless extenuating circumstances beyond the employee's control prevent him from returning, in which case he shall drop to the bottom of the recall list and another recall may be made. A second consecutive failure to return to work following the notice of recall will result in removal of the employee's name from the recall list.

10.7 Probationary Period

All new employees and those rehired after loss of seniority shall be considered probationary employees until they complete a probationary period of two (2) years. In order to be removed from probationary status, an employee must be certified by the State of Illinois Fire Marshal's Office Division of Personnel Standards and Education as a "Firefighter II", "Hazardous Materials First Responder", "Technical Rescue Awareness", a "Fire Apparatus Engineer" and as a paramedic certified by the department's resource hospital. The Village shall make arrangements and pay all costs for probationary employees to undertake the necessary education, training, examination(s) or other prerequisites in accordance with Article IV, Section 4.10 of the Agreement, and to keep appropriate and related records which shall be forwarded in a timely manner to the appropriate agencies, to obtain the aforementioned certifications. In addition, the employee must have been evaluated as "satisfactory" or above on all areas of performance for two (2) or more consecutive evaluations. Employees will normally be evaluated at six (6) month intervals while on probation. The Board of Fire and Police Commissioners may extend the probationary period for up to one (1) additional year in the event the employee has not received the above-referenced satisfactory evaluation rating and/or met all the requirements for the aforementioned certification. During an employee's probationary period, the employee may be suspended, terminated, or laid off at the sole discretion of the Village subject to whatever legal rights, if any, such employees may have separate and apart from this

Agreement. Such probationary employee shall have no recourse through the grievance procedure to contest suspension, layoff or termination.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee and/or the Association against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning any matter or issue of hiring under the jurisdiction of the Board of Fire and Police Commissioners shall not be grievable under these provisions. Employees shall have the right to authorize in writing the Association to file and process grievances on their behalf, or to file grievances without the intervention of the Association.

11.2 Procedure

Step 1: Any employee and/or the Association who has a grievance shall submit the grievance in writing to the Battalion Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days (fourteen calendar days for a grievance presented by the Association) from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days (fourteen calendar days for a grievance presented by the Association) after the employee, or the Association, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Battalion Chief or his designee shall render a written response including the reasons therefore to the grievant and Association within fourteen (14) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee and/or the Association wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) calendar days after the receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days after receipt of said grievance with the grievant and an authorized representative of the Association at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefore to the grievant and the Association within seven (7) calendar days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village

Manager, shall meet with the grievant and an Association representative within seven (7) calendar days of receipt of the Association's appeal, if at all possible. If no agreement is reached, the Village Manager or his designee shall submit a written answer including the reasons therefore to the grievant and Association within seven (7) calendar days following the meeting.

11.3 Bypassing Steps

The parties may, by mutual agreement in writing, agree to bypass one or more steps in the grievance procedure.

11.4 Arbitration

If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance from Step 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Association at Step 3. Only the Association may refer grievances to arbitration.

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the American Arbitration Association (hereinafter referred to as the "AAA") to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for hearing, subject to the availability of Association and Village representatives.

(c) The Village and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Association retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the simultaneous submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

11.5 Attendance at Grievance Meetings

If it is mutually agreed upon between the Village and the grievant that a grievance meeting will be scheduled during the working hours of the grievant, the grievant shall be released from duty to attend such meetings without loss of pay subject to the performance of emergency duties. This provision, however, shall not be construed as a right of any grievant to have grievance meetings scheduled during his working hours.

11.6 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to state or federal law. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding.

11.7 Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days (fourteen calendar days for a grievance submitted by the Association) after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days (fourteen calendar days for a grievance submitted by the Association) after the employee, or the Association, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee or the Association within the time limits set forth above, it shall be considered "waived" and may not be pursued further; provided, however, that such a waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer; provided,

however, that such a settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee, or the Association, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article.

11.8 Miscellaneous

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

ARTICLE XII - DUES CHECKOFF

12.1 Dues Checkoff

(a) The Village will deduct from each employee's first two (2) paychecks each month the uniform, regular semi-monthly Association dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form attached as Appendix F. Such authorization may only be revoked in writing between ninety (90) days and forty-five (45) days prior to the expiration date set forth in Article XXII of this Agreement.

(b) The actual dues amount deducted, as determined by the Association, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Association may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted each month, together with a list of the employees from whom dues have been deducted, to the person designated by the Association not later than fifteen (15) days after the issuance of the second paycheck each month.

(c) If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Association shall be responsible for collection of dues. The Association agrees to refund to the employee any amounts paid to the Association in error on account of this dues deduction provision.

(d) The Village agrees that it will not deduct dues for any other labor organization for any employees covered by this Agreement.

12.2 Fair Share

During the term of this Agreement, employees who are not members of the Association shall, commencing thirty (30) days after their employment or thirty (30) days after the last of the parties signs this Agreement, whichever is later, be required to pay a

fair share fee to the Association for collective bargaining and contract administration services rendered by the Association. Such fair share fees will not exceed the full dues amount paid by members of the Association. The fair share fee shall be deducted by the Village from the earnings of nonmembers and remitted in the same manner and intervals as Association dues are deducted and remitted. The Association shall supply the Village, a list of nonmembers and shall certify the fair share amounts to be deducted. Fair share amounts shall not include any contributions to the election or support of any candidate for political office.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitution rights of fair share payers. Accordingly, the Association agrees to the following:

- 1) Give timely notice to fair share payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- 2) Advise fair share payers of an expeditious and impartial decision-making process whereby fair share payers can object to the amount of the fair share fee.
- 3) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Association with respect to the fair share fee payers as set forth above, shall not be subject to the grievance/arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected employee and the Association are unable to reach agreement on the organization, the organization shall be selected by the employee from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

12.3 Association Indemnification

The Association shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

ARTICLE XIII - EMERGENCY MEDICAL SERVICE

13.1 Paramedic Requirement

All new employees hired after November 30, 1990 shall be required to obtain certification as a "paramedic" in the Village's Mobile Intensive Care System within their probationary period. In the event an employee is unable to obtain certification within the initial probationary period, an extension of probation shall be granted with the approval of the Board of Fire and Police Commissioners.

13.2 Maintenance of Paramedic Certification

All employees currently certified as a "paramedic" and all firefighters obtaining "paramedic" status after November 30, 1990 shall, as a condition of employment, maintain their certification and active status as a "paramedic" in the Village's Mobile Intensive Care System for their length of service with the Fire Department, except as provided in Sections 13.3 and 13.4 herein.

13.3 Inactive Status

Any paramedic shall, upon request, receive leave from active paramedic status so long as the maximum number of paramedics on leave does not exceed nine (9) and the minimum number of paramedics on paramedic active status does not fall below twenty-seven (27) and the individual has been employed by the department as a paramedic for a minimum of twenty (20) years.

13.4 Involuntary Decertification/Staffing Levels

(a) When the number of paramedics on leave is at the maximum allowed herein, no paramedic shall be allowed to voluntarily receive leave status until an employee on leave status returns to active paramedic status. If no employee on leave status voluntarily returns to active paramedic status, the ability to be on leave status shall be based upon seniority and the employee with the least seniority shall be required to remain or return to active paramedic status or be subject to termination of employment as provided in paragraph (e) of this Section.

(b) If an involuntary decertification raises the number of paramedics on leave status above the maximum allowed, the ability to be on leave status shall be based upon seniority. The employee on leave status with the least seniority shall be required to return to active paramedic status or be subject to termination of employment as provided in paragraph (e) of this Section, unless an employee on leave status voluntarily returns to active paramedic status. Mandatory return to paramedic status shall first be applied to decertified firefighters and, after all decertified firefighters have been recertified, recertification shall apply to decertified lieutenants.

(c) At such times as the Fire Chief determines an increase above the maximum number of paramedics allowed on leave status, or a decrease below the minimum number of employees on active paramedic status, shall be temporary, the Fire Chief may, in the

reasonable exercise of his discretion, not require an employee on leave status to return to active paramedic status.

(d) Employees allowed on leave status in accordance with the provisions set forth herein refers to employees on inactive paramedic status or employees who are decertified from paramedic status. All employees on leave status shall be required to maintain emergency medical technician certification, while on leave status.

(e) An employee required to return to paramedic status or to remain certified as an emergency medical technician in accordance with the provisions herein shall be given an opportunity to retake necessary courses and/or retake the necessary examinations the number of times allowed by law (provided the Village's resource hospital approves the employee for such retraining and/or examinations). An employee who fails to recertify as a paramedic or as an emergency medical technician, whichever is applicable, or return to paramedic status after he has been given the opportunity to retake the necessary courses and/or the necessary examinations shall be subject to termination of employment.

13.5 Paramedic Pay Classification

(a) An employee who successfully obtains paramedic certification shall be classified as a firefighter/paramedic or lieutenant/paramedic and shall receive pay according to the salary schedule for firefighter/paramedic or lieutenant/paramedic, whichever job classification is appropriate.

(b) An employee who has received leave status in accordance with the provisions herein shall receive pay according to the salary schedule for the position of firefighter or lieutenant, whichever job classification is appropriate, during the period of leave status.

13.6 Returning to Active Status

An employee who has received leave status in accordance with the provisions herein may request in writing to the Fire Chief to return to active paramedic status and such request shall be granted provided the employee has served at least sixty-six percent (66%) of his employment time with the Village as an active paramedic and it would not be detrimental to the Village and its citizens to grant the request.

13.7 Emergency Medical Training

(a) The Village shall make arrangements for employees to undertake the necessary education, training, examination(s) or other prerequisites, and to keep appropriate and related records which shall be forwarded in a timely manner to the proper agencies, to obtain and to maintain emergency medical technician and paramedic certification. The Village shall pay all costs to obtain or maintain emergency medical technician and paramedic certification which result from the requirements of the Village's resource hospital. All costs to re-obtain emergency medical technician and/or paramedic certification shall be paid by the employee.

(b) Any education, training or examination(s) to obtain or maintain emergency medical technician and paramedic status which occur outside the employee's scheduled hours of work shall be compensated at time and one half the employee's regular hourly rate, with a guaranteed minimum of two hours pay for the first hour or less worked with additional time being credited in quarter hour increments. Overtime for travel to and from training or examination(s) to obtain or maintain emergency medical technician and paramedic certification shall be compensated in accordance with the Travel Policy of the Wheeling Fire Department attached hereto as Appendix B

(c) If any retraining to return to active emergency medical technician and/or paramedic status is scheduled during the employee's scheduled hours of work, such employee shall be released from duty without loss of pay. Time spent in retraining for return to active emergency medical technician and/or paramedic status outside the employee's scheduled hours of work shall not be compensated by the Village.

(d) The employee shall not be subject to discipline for his failure to recertify and the employee shall not suffer any loss of pay or benefits if it is proven that the Village failed to fulfill its responsibilities.

13.8 Emergency Medical Protective Equipment

The Village shall provide all necessary protective equipment (i.e., masks, gloves, etc.) to protect employees from exposure to communicable diseases while in the performance of their duties.

13.9 Hepatitis B Immunizations

The Village shall make available, at no cost to the employees, immunizations against Hepatitis B. Should an employee decline to obtain the immunizations, said employees will be required to sign a statement per the Bloodborne Pathogens Act that he has declined immunization.

13.10 Notification of Potential Contagious/Infectious Disease Exposure

The Village shall notify an employee, as soon as possible, if it is determined that the employee has treated an individual found to have a contagious disease or to be infected with parasites. The Village shall provide any medical examination and/or diagnostic test, if necessary, to protect the health and safety of the employee and/or his family. All costs for treatment, if any, shall be in accordance with Worker's Compensation or the health plan selected by the employee, whichever may be applicable.

13.11 Indemnification

The Village shall defend, indemnify, and hold harmless the employee against any and all claims, demands, suits, causes of action and all other forms of liability resulting from or arising out of the performance of duties as a paramedic or as an emergency medical technician - basic with the Village's Mobile Intensive Care System. The provisions of this Section shall not, however, require the Village to defend, indemnify, or hold harmless the employee from any claim, demand, suit, or cause of action for punitive damages except that the Village shall defend an employee for any claim, demand, suit, or cause of action in

which compensatory damages and punitive damages are sought. Nothing contained herein shall require the Village to pay additional defense costs should an employee choose to retain his own counsel with respect to such suits or causes of action.

13.12 IDPH Certification

Certification as used in this article shall have the same meaning as licensure by the Illinois Department of Public Health (IDPH).

ARTICLE XIV - PROFESSIONAL STANDARDS

14.1 Firefighter III/Advanced Firefighter Certification

All employees shall, as a condition of eligibility for a merit step increase to step six (6) of the salary schedule, become certified as a Firefighter III or as an Advanced Firefighter in accordance with the Illinois Personnel Standards, provided that all training and prerequisites required for challenging the Illinois Personnel Standards Firefighter III or Advanced Firefighter Test will be given to the employee by the Village within three (3) years of their date of hire. As needed, the Wheeling Fire Department will provide an accredited class, bi-annually, that will provide the necessary training and prerequisites for employees to challenge the Illinois Personnel Standards Firefighter III or Advanced Firefighter test

An employee who becomes certified subsequent to his anniversary date will be eligible for a merit step increase at that time, subject to the conditions of Section 3.1 of Article III of this Agreement.

14.2 Drug Testing

The Village may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. The Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion prior to the test being administered.

The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards set forth herein, a GC/MS confirmatory test shall be conducted as to the same sample. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employees.

A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be

conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and the employee's expense. Once the portion of the tested sample leaves the laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample. The employee may request the original testing laboratory to directly transfer the test sample to a laboratory of the employee's choice.

The Village and the Association agree that the use of proscribed drugs, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g. whether there is individualized, reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised as provided within this Agreement. The Village shall continue to provide an employee assistance program to employees covered by this Agreement. An employee's participation in the Village's employee assistance program shall be voluntary. An employee's voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee assistance program personnel. Documents evidencing an employee's voluntary request for assistance with drug or alcohol problems shall not be inserted into an employee's personnel file without the employee's consent. Nothing in this Article shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any proceeding.

Cut-off values for the following items are as follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL.
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL.
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL.
		Morphine	2000 ng/mL.
6–Acetylmorphine	10 ng/mL	6–Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine ⁵	250 ng/mL.
MDMA ⁶	500 ng/mL	MDMA	250 ng/mL.
		MDA ⁷	250 ng/mL.
		MDEA ⁸	250 ng/mL.

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

²Morphine is the target analyte for codeine/morphine testing.

³Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶Methylenedioxyamphetamine (MDMA).

⁷Methylenedioxyamphetamine (MDA).

⁸Methylenedioxyethylamphetamine (MDEA).

The listing of these cut-off values does not imply that other drugs may not be tested under this Agreement.

14.3 No Smoking

Public Act 095-0017, Smoke Free Illinois Act shall control all matters involving smoking in the workplace, and the following provisions shall apply:

1. At all current Village of Wheeling Fire Stations, smoking will not be permitted inside the fire stations nor within fifteen (15) feet of any entrances, exits, windows that open, or ventilation intakes to the fire station, in accordance with state law.
2. The Village of Wheeling agrees to install a section of privacy fencing at each fire station patio area no later than July 1, 2008 to serve as both a privacy screening and wind break.
3. As new Village of Wheeling Fire Stations are constructed, a designated smoking area will be incorporated into their overall site plan and design. Each smoking area will be a minimum of fifteen (15) feet but not more than twenty-five (25) feet from any entrances, exits, windows that open, and ventilation intakes of each structure and will be provided with a wind break and overhead weather protection as designed by the Village. Parties agree that each smoking shelter will not be required to have heating, air conditioning, and/or electrical service. The final design of any new smoking shelter shall be provided to the Wheeling Firefighters Association for their comment and review prior to construction. Each designated smoking area will be incorporated into the overall design of an exterior patio or similar amenity associated with each fire station.
4. Smoking will be permitted in all other exterior areas that are a minimum of fifteen (15) feet from all entrances, exits, windows that open, or ventilation intakes to any fire station, in accordance with state law.

ARTICLE XV - OUTSIDE EMPLOYMENT

Employees shall be permitted to engage in outside employment, subject to the following conditions:

1. The outside employment must be subsidiary to the employee's employment with the Village.
2. Employees must provide the Department with a telephone number where the employee can be reasonably reached at all times.
3. The outside employment shall not be with any police department in the Prospect Heights Fire Protection District, the City of Prospect Heights, and/or the Village of Wheeling.
4. The outside employment shall not involve fire suppression and emergency medical response functions associated with any of the following fire departments: Village of Arlington Heights, Village of Buffalo Grove, the Village of Northbrook,

Lincolnshire-Riverwoods Fire Protection District, and/or the Prospect Heights Fire Protection District.

5. The outside employment cannot conflict with the employee's work schedule at the Wheeling Fire Department.
6. The outside employment may not be of such nature as to create any conflict of interest with employment in the Wheeling Fire Department.
7. The outside employment may not be in contravention of any applicable state law.
8. Nothing set forth herein shall limit the ability of the Fire Chief to require an employee to work overtime when an unusual emergency condition exists.

ARTICLE XVI - DUTY TRADES

16.1 Definitions

(a) A duty trade means the agreement between two (2) employees within the same rank in which one (1) employee works duty hours for another.

(b) A flip-flop duty trade is a full duty day trade which occurs on consecutively scheduled shifts.

16.2 Purpose

The provisions of this Article are to insure the orderly exchange of time between employees within the same rank without interfering with the manning requirement on each tour of duty.

16.3 Privilege

It is understood and agreed that any duty trade is a privilege. Duty trades shall be permitted with the approval of the Fire Chief or his designee.

16.4 Procedure

(a) All duty trades shall be requested in writing and submitted to the Battalion Chief or his designee a minimum of one (1) duty day (48 hours +) prior to the first duty day requested. All requests for duty trades, except for contract negotiations or interest arbitration hearings, not submitted in accordance with these requirements will automatically be denied. All requests for duty trades shall be submitted on the form provided by the Village.

(b) If an employee works all or part of another employee's scheduled shift in accordance with this Article, the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

16.5 Allowable Duty Trades

(a) Each employee shall be allowed a maximum of eighteen (18) duty trades per calendar year. The Fire Chief may, in his sole discretion, grant additional duty trades.

(b) Flip-flop duty trades shall be considered as one duty trade of the initial requester only.

(c) Duty trades necessary for approved training, approved schooling, contract negotiations, interest arbitration hearings or for elected Association representatives to attend seminars, conventions, or district meetings of the Associated Firefighter's of Illinois and the International Association of Firefighters shall not be counted toward the maximum number of duty trades allowed.

(d) Employees may duty trade with other employees of the same rank. Furthermore, duty trades are not allowed between paramedics and non-paramedics if the reasonably anticipated number of paramedics on duty will fall below the minimum required by the Village.

16.6 Repayment

All duty trades must be repaid within twelve (12) months from the date of the trade. It shall be the responsibility of each employee to track his/her own duty trades. Failure to repay a duty trade will result in forfeiture of the duty trade and no further action and/or financial obligation will exist.

16.7 Emergency Duty Trades

In case of emergency, a duty trade with less than one (1) duty day (48 hours +) advanced notice may be granted with the approval of the Fire Chief or his designee.

16.8 Responsibility for Duty Trades

Once a duty trade is approved, each employee involved with the duty trade is responsible to work the new agreed upon work day/shift or specified time period.

ARTICLE XVII - LIGHT DUTY

17.1 Light Duty Assignment

(a) An employee who has been under a doctor's care for seven (7) or more calendar days and is unable to perform full duty responsibilities due to injury or disability may be assigned to light duty by the Fire Chief or his designee. Temporary assignment to light duty shall only be made when a specific job assignment is available and is within the physical limitations of the employee being assigned, as determined by the Fire Chief and Village physician.

In order to be assigned to light duty, the employee must be released to light duty by a physician designated by the Village. Cost of such physician shall be borne by the Village. If a physician chosen and paid for by the employee finds that the employee should not work the light duty assignment because of medical reasons, a third physician

shall be selected by the two physicians and that physician's opinion shall control. The cost of the third physician shall be split equally by the Village and the employee.

Temporary assignment to light duty shall be limited to a three (3) month period. After three (3) months, the individual shall be reevaluated by the Village physician. Upon the advice of the Village physician, a temporary assignment to light duty may be extended up to an additional three (3) months. Light duty assignments shall not exceed six (6) months in overall length.

At any time during a period of light duty, the Village may require the employee to submit to a physical examination, at Village expense, in order to determine the employee's present physical condition. The purpose of the physical examination shall be restricted to determining if the individual should remain on light duty or return to full duty.

An employee who is unable to perform full duty responsibilities due to injury or disability has the right to request that he be assigned to light duty when a specific job assignment is available and within the physical limitations of the employee being assigned. The Village will not deny an employee's request for available light duty work except for reasonable justification.

While on light duty, the employee shall be considered to be on duty and shall be assigned to Fire Department related duties. The employee will continue to receive full pay and benefits which shall be adjusted for the light duty schedule, as set forth within this Section 17.1. Work hours while on light duty will be scheduled consecutively and shall normally not exceed eight (8) hours per day (excluding a one (1) hour lunch period) or forty (40) hours per week, unless mutually agreed upon by the Village and the employee. Light duty shall normally not be assigned between the hours of 5:00 p.m. to 7:00 a.m. and shall not be assigned for Saturdays, Sundays, or Village holidays unless mutually agreed upon by the Village and the employee. Time worked in excess of forty (40) hours in a week shall be paid at time and one-half (1 1/2) the employee's normal straight time hourly rate of pay. While on light duty, employees shall continue to receive Kelly days.

(b) While on light duty, holiday, vacation, and sick leave shall be adjusted as follows:

(1) All accrued vacation and holiday hours shall be multiplied by two-thirds (2/3) to adjust the employee's hours to a forty (40) hour a week work cycle. Any vacation time and/or holiday taken while on light duty shall be deducted from the revised accrued vacation or holiday hours on an hour per hour basis with a full day of vacation or a holiday being equal to eight (8) hours. Upon termination of light duty, any remaining accrued vacation and/or holiday hours shall be multiplied by one and one half (1 1/2) times to readjust the remaining hours to a twenty-four (24) hour duty day.

(2) Sick leave shall continue to accrue at the rate established in Section 5.1, while the employee is on light duty. Only sick leave taken while the on light duty shall be deducted from accrued sick leave or Administrative Sick Leave, whichever is applicable on an hour for hour basis.

17.2 Statutory Rights.

Nothing in this Article shall affect the statutory right of the employee pursuant to pension laws or the statutory rights of the Pension Board in dealing with an employee on disability pension.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 No Strike.

Neither the Association nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, concerted mass resignations or concerted mass absenteeism. Any or all employees who violate any of the provisions of this section may be disciplined by the Village.

18.2 Obligations of Association

In the event of a violation of Section 18.1 of this Article, the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Association complies with Section 18.2 hereof, the Village agrees that the Association shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

18.3 No Lockout

The Village will not lock out any employee as a result of a labor dispute with the Association.

18.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Association from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

19.1 Ratification and Amendment

This Agreement shall become effective when ratified by the President and Board of Trustees of the Village of Wheeling and the Association and signed by authorized representatives thereof and may be amended or modified during its term with mutual written consent of both parties.

19.2 Board of Fire and Police Commissioners

All parties recognize that the Board of Fire and Police Commissioners of the Village of Wheeling has certain exclusive statutory jurisdiction to hire employees covered by this Agreement, and to make, alter and enforce reasonable rules and regulations relating thereto. Nothing in this Agreement is intended in any way to replace or diminish the jurisdiction of the Board of Fire and Police Commissioners to hire employees and these matters under their jurisdiction shall not be subject to the grievance procedure. The exercise of authority to make or alter reasonable rules and regulations, however, shall not conflict with the provisions of this agreement.

19.3 Firemen's Disciplinary Act

The Village shall comply with the provisions of the Firemen's Disciplinary Act (Illinois Compiled Statutes).

19.4 Deferred Compensation

An employee shall have the same opportunity to participate in any deferred compensation plan on the same terms and conditions that may be offered to Village employees generally.

19.5 College Incentive Benefit

(a) All employees employed by the Village as of November 1, 1990 who are currently receiving a college incentive benefit for job related college degrees shall continue to receive this benefit according to the following schedule:

1. \$50.00/mo. job related bachelor degree
2. \$25.00/mo. jobs related associate degree

(b) Only one degree shall be allowed per employee for purposes of this benefit.

(c) Any employee who is currently receiving a college incentive benefit for a job related college degree may request utilization of tuition reimbursement to further his education. Once an employee receives reimbursement for tuition, the employee will no longer receive a college incentive benefit.

19.6 Tuition Reimbursement

Employees will be eligible for tuition, lab fees, and textbooks for advanced education course work taken at an accredited college or university subject to the following conditions:

(a) Each course shall be clearly job related or serve as a prerequisite for an approved job related degree; e.g. bachelors of fire science, fire protection engineering, fire administration, or emergency medicine or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.

(b) The employee must obtain approval, prior to enrollment in each course, by the Fire Chief and Personnel Director.

(c) All course work must be directed towards the completion of an approved job related degree program.

(d) The employee must pay for all tuition, lab fees, and textbooks, at the time of enrollment. Upon successful completion of each course, the Village will reimburse the employee for fifty percent (50%) of the approved expenses associated with the course up to a maximum total reimbursement per calendar year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria are met:

(1) A grade of "C" or above is received; or

(2) A score equivalent to a "C" in a numerical grading system is received;
or

(3) A "pass" is received in a "pass/fail" grading system.

(e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.

(f) Once an employee is approved for any reimbursement for tuition, the employee will no longer receive a college incentive benefit.

(g) An employee who is scheduled to attend a class that serves as a prerequisite for an approved job related degree at an accredited college or university on his scheduled duty day may be released from duty without loss of pay with the approval of the Fire Chief.

19.7 Gender Clause

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

19.8 Temporary Acting Out-of-Rank

(a) An employee who is assigned the duties of acting out-of-rank for a period of four (4) consecutive hours or more shall receive fifteen (15) minutes of additional pay at one and one-half (1 1/2) times his regular hourly rate of pay for each full two (2) hour increment the employee is assigned the duties of acting out-of-rank. Partial increments of less than two (2) hours shall not be compensated.

(b) An employee shall receive compensation for temporary assignment to acting out-of-rank duties on the next scheduled pay day after the work cycle following the employee's assignment of such hours.

(c) The Village shall not assign employees to perform the duties of acting out-of-rank to avoid promotion.

(d) The premium pay provisions of the Section shall apply notwithstanding the no pyramiding provisions of Section 4.11. This Section, however, is not intended to change the manner in which the regular rate of pay is calculated for overtime purposes.

19.9 Examinations - Promotions

(a) Establishment of Examinations

The Board of Fire and Police Commissioners of the Village of Wheeling shall in accordance with this Agreement provide for promotions in the Fire Department on the basis of Department merit, ascertained merit, seniority, and examination, and shall provide in all cases wherein the Board retains jurisdiction, that vacancies (other than in cases of original appointments) shall be filled by promotional examination. The examination process for promotion shall be competitive among such employees as desire to submit themselves to such process. In the event that no employee participating in the examination process is pre-qualified for promotion under the standards herein provided, in the event that no employee elects to participate in said promotional process, then in that event the Board shall have the option of extending the examination process to other pre-qualified candidates as determined by the Board. All candidates for promotional examination shall conform to the application and pre-qualification requirements, as established for the examination process.

(b) Notice of Examination Process

The promotional examination process shall be held on dates fixed by the Board, and the date of said examinations shall be advertised in the newspaper, as required by the Statutes of the State of Illinois. Examinations may be postponed by order of the Board, in which event said order shall state the reason for the postponement and shall designate a new date for the conducting of the examination. All candidates shall be notified of the postponement and of the new date fixed for the examination.

(c) Phases of Examination Process

All candidates for promotion shall be permitted to participate in all of the following examination phases irrespective of their score on any one phase of the examination process. The examination phases will follow the order set forth herein:

(1) Written Examination

(2) Assessment Center Process

(3) Oral Examination

(d) Examination Grading Process

In order to be eligible for promotion, candidates attain an average minimum passing score of seventy-five (75) percent of the sum total points of the combined scores on the written examinations, Assessment Center and oral examination. Promotional candidates shall then be graded in accordance with the following weighted formula:

(1) Written Examination Score: Thirty eight (38) percent of the raw score.

(2) Assessment Examination Score: Thirty eight (38) percent of the raw score.

(3) Oral Interview Score: Ten (10) percent of the raw score.

(4) Department Merit and Efficiency Rating: as determined by the Wheeling Fire Department Officer's appraisal, nine (9) percent of the raw score; and the Fire Chief's appraisal, five (5) percent of the raw score.

All of the candidates' scores will be posted after each phase of the examination and each candidate will be confidentially informed of his score following each phase. The Department Merit and Efficiency Rating, for each candidate as determined by the appraisals, will be put in a sealed envelope and sent to the Board of Fire and Police Commissioners prior to the written examination. The Board will open the sealed envelopes for each candidate at the conclusion of the Oral examination phase for all the candidates and apply the Department's Merit and Efficiency rating to each candidate's examination grade.

In the event it becomes necessary to extend the examination process to the other pre-qualified candidates, then said examination shall be administered as herein fore provided, except that those candidates participating in said examination process shall not be entitled to consideration for Department Merit and Efficiency or seniority as herein provided.

(e) Written Examination

(1) Content of Written Examination

The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of the position to which the candidate seeks promotion. No examination shall contain questions regarding the candidates' political or religious opinions or affiliations. The written examination shall have been developed by an independent outside

agency and shall have been independently validated. The written examination shall be based only on the contents of the written materials that the Board of Fire and Police Commissioners (BOFPC) has identified and made readily available to candidates at least ninety (90) calendar days before the written examination is administered.

(2) Written Examination Procedure

The written examination will be administered in a manner insuring confidentiality of the candidate and compliance with the individualized directions of the testing instrument being utilized.

(f) Oral Examination Procedure

(1) Contents of Oral Examination/Interview

Questions asked of applicants on oral examination will be such as will enable Board members to evaluate and grade the applicants on voice, speech, appearance, alertness, ability to present ideas, judgment, career preparation and self-confidence for the position.

(2) Oral Examination Procedure

At least two (2) Board members shall conduct each oral examination, and the number of Board members conducting the oral examination shall be uniform throughout the oral examination phase of any particular promotional examination administered by the Board. Upon completion of each oral interview, each Board member who conducted the interview will evaluate the applicant on the factors set forth in paragraph f (1), and will then grade the applicant on the grade point basis provided. The applicant's final grade will be the average of the grade point totals given to him by each of the Board members who conducted the interview.

(g) Assessment Center Examination

(1) Content of Assessment Center Examination

Questions asked or exercises administered to the candidates during the Assessment Center examinations will be such as will enable Board member designee(s) to evaluate and grade the candidates on their overall ability to perform the duties and responsibilities of the position. Assessment Center designees shall be chosen by the Board and shall be experienced, trained assessors.

(2) Assessment Center Examination Procedure

Upon completion of each exercise, each Board member designee(s), who acts as an assessor, will evaluate the candidate on the criteria established for the Assessment Center and then grade the candidate on the grade point basis established for the Assessment Center. The applicant's final grade will be the average of the sum total of the grade point totals given to him by each of the Board member designee(s) who acted as an assessor.

(h) Service Requirements for Taking Promotional Examination
All examinations for promotion shall be competitive among such employees of the Fire Department who shall have completed their probationary period prior to the date on which the formal application and resume are due, and shall have completed three (3) full years of service in the rank held after completing said probationary period and who has certified as a Firefighter III as prescribed by the Illinois Fire Protection Personnel Standards and Education Commission.

(i) Department Officer's Appraisal

(1) Content of Department Officer's Appraisal

The Department Lieutenants and Battalion Chiefs will meet to discuss and evaluate the candidates on their overall ability to perform the duties and responsibilities of the position.

(2) Department Officer's Appraisal Procedure

The Department Lieutenants and Battalion Chiefs will evaluate the candidate on the criteria to be agreed upon by the Fire Chief and the Association, and then each evaluator will confidentially grade the candidate on the grade point basis established for the Department Officer's Appraisal. The applicants' final grade will be the average of the sum total of the grade point totals given to him by each of the Lieutenants and Battalion Chiefs.

(j) Eligibility Register - Promotions

Within sixty (60) days after each such promotional examination, the Board shall prepare, certify and post an Eligibility Register of candidates who shall be ranked in order of their relative excellence, as determined by the examination process, seniority, ascertain merit, and the application of Departmental Merit and Efficiency considerations, if any, as herein above provided. An average grade of seventy five (75) percent of the combined scores on the oral, written examinations and Assessment Center examinations shall be required for listing on said Register.

Credit for seniority shall be given, as of the date of the written examination, to employees whose names appear on the Eligibility Register by adding 0.42 points to the final grade averages for each complete year of service after five (5) years of service to a maximum of five (5) points after seventeen (17) years of service.

Credit for ascertain merit shall be given to those employees whose names appear on the Eligibility Register on the basis of the following:

(1) Employees who have an Associate's Degree or Bachelor's Degree in Fire Science or Emergency Medical Services from an accredited college or university; or employees who have successfully completed the prescribed

classes needed to be provisionally certified by the State of Illinois as a Fire Officer I ; will have one (1) point added to the final grade averages.

- (2) Employees who are active members of the any of the Department's Special Teams (Technical Rescue Specialist (TRS) Team, Hazardous Materials (HM) Team, Underwater Rescue & Recovery Team, Fire Investigation Team) and have been a team member for at least two (2) years at the time the Eligibility Register is posted; will have a half (1/2) point added to the final grade point average for each special team the candidate has been actively involved with but not to exceed a total of one (1) additional point.
- (3) Employees who are active members of any Department Committee or who have direct responsibility for an on-going special project assignment for at least two (2) years at the time the Eligibility Register is posted; will have a half (1/2) point added to the final grade point average for any Department Committee and/or special project assignment in which the candidate has been actively involved with but not to exceed a total of one half (1/2) additional point.
- (4) The maximum number of points a candidate may have added to his/her final grade point average for ascertain merit will be two (2) points.

The Eligibility Register shall be posted and candidates who are deemed eligible shall be notified thereof. The Board of Fire and Police Commissioners shall promote all officers of the Fire Department on the basis of the final list of certified eligibles. The promotions shall be made by the selection of a person in rank order from the top of the Promotional Eligibility Register provided that any candidate may refuse a promotion once without losing his position on the Promotional Eligibility Register. Any candidate who refuses a promotion a second time shall be removed from the Promotional Eligibility Register, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

The Eligibility Register shall remain in effect for a period of three (3) years from the date of posting, unless said Eligibility Register is exhausted prior thereto. However, all approved vacancies will be filled from the Eligibility Register that is in effect at the time the vacancy occurs.

(k) Probationary Period

Any candidate promoted by virtue of the examination process shall be classified as on probationary status for a period of two (2) years following his promotion. The probationary period will terminate automatically at the expiration of said two (2) year period, unless the Fire Chief certifies to the Board that the probationary officer has not performed his duties satisfactorily during that period. In that event,

the Chief may extend the probationary period for an additional period of time not to exceed six (6) months, or the Chief shall seek a demotion as set forth in Chapter V, Section 2 of the Rules and Regulations of the Board of Fire and Police Commissioners.

19.10 Longevity

An employee who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive longevity pay annually on the January 1 following each anniversary date in accordance with the following schedule:

Years

12 years but less than 18 years	\$600.00
18 years but less than 25 years	\$1,000.00
25 years or more	\$1,300.00

19.11 Personnel Files

The Village agrees to fully comply with the terms and conditions of Illinois Compiled Statutes, as may be hereinafter amended.

19.12 Uniform Allowance

(a) Employees shall initially be issued clothing and protective equipment which meet generally acceptable industry standards. The initial uniform issuance to new employees shall consist of the following items:

- 3 pr. Work trousers
- 3 ea. Winter work shirts
- 3 ea. Summer work shirts
- 5 ea. Tee shirts
- 1 pr. Uniform shoes or boots (steel toe)
- 1 ea. Black belt
- 1 ea. Spring jacket
- 1 ea. Winter jacket
- 1 ea. Sweatshirt
- 1. ea. Zippered Sweatshirt
- 1 ea. Sweatpants
- 1 ea. Sweatshorts
- 2 ea. Nameplates
- 1 ea. Baseball style cap
- 1 ea. Dress hat
- 1 ea. Black tie
- 1 ea. Pair of gloves
- 1 ea. Watch cap

Employees shall be required to clean and maintain such items properly. Such clothing and protective equipment shall be issued by a clothier selected by the Village. The Village retains the right to change the uniform specifications at no added cost to the employee.

(b) Employees shall be provided a uniform allowance account of Five Hundred Dollars (\$500.00) per annum. Items of clothing needing replacement shall be ordered by the employee, with the amount of the item deducted from the employee's account balance. Any account balance remaining at the end of the fiscal year will be carried over into the next fiscal year. The Village shall also provide a quartermaster system for protective equipment.

(c) Employees are responsible for the proper care of their equipment and uniforms. Failure to properly care for equipment and uniforms, may subject the employee to discipline.

(d) All uniforms and equipment are the property of the Village and shall be returned upon separation of employment. Additionally, employees shall neither wear their uniforms, nor operate equipment, for non-duty purposes or on non-duty time except with the approval of the Fire Chief.

19.13 Association Bulletin Boards

(a) The Village will make available space for an Association bulletin board of at least three (3) feet by four (4) feet at each station to be located in a conspicuous area accessible to all Association members. Posting on such bulletin boards shall be solely for official Association notices, so long as such notices are of a non-political, non-inflammatory and non-discriminatory nature.

(b) Any material posted on the Association bulletin board shall be approved by a member of the Association Executive Board prior to posting.

(c) All costs incident to preparing and posting of Association material will be borne by the Association. The Association is responsible for the maintenance of such bulletin boards.

19.14 Labor-Management Meetings

At the request of either party, the President of the Association and the Fire Chief may meet at mutually agreed upon times, up to once each calendar quarter or more frequently if the parties mutually agree, to discuss matters of mutual concern including, but not limited to, safety, training, performance evaluations, rules and regulations, that do not involve negotiations. The President of the Association may invite other bargaining unit members or Association representatives (not to exceed three (3)) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed three (3)) to attend such meetings.

19.15 Health and Safety

The Village agrees to continue to make provisions for employee safety which it reasonably deems appropriate.

19.16 Savings Clause

If any provision of this Agreement is declared to be unlawful by any entity having proper jurisdiction of same, the remaining provisions of this Agreement shall remain in full force and effect. In such an event, the parties to this Agreement shall meet within thirty (30) days of notification from either party to negotiate a replacement provision in accordance with applicable law.

19.17 Residency

No employee covered by this agreement shall be required to reside within a particular geographic area as a term or condition of employment.

19.18 Discipline

a) Employees shall be entitled to an Association representative at all disciplinary investigatory meetings which the employee attends and are initiated by the employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.

b) The following procedure shall apply to the administration of discipline by the Fire Chief with respect to employees covered by this agreement:

1. Discipline by Fire Chief

a) The following disciplinary options are expressly reserved to the Fire Chief:

1) To issue oral or written reprimands, which shall not be subject to the arbitration procedure or to review by the Board of Fire and Police Commissioners.

2) To suspend employees without pay as a disciplinary measure to a maximum of five (5) calendar days in accordance with 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners ("Board of Fire and Police Commissioners") in effect at the time of the suspension. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provision of this article.

3) To file charges with the Board of Fire and Police Commissioners against the employee seeking a suspension without pay of more than five (5) calendar days to a maximum of thirty (30) calendar days; demotion, or, discharge.

b) The Fire Chief shall serve written notice of disciplinary penalty and the reason for the penalty or the charges that are to be filed with the Board of Fire and Police Commissioners upon the employee involved. The Association shall receive a copy of the written notice of disciplinary penalty, and the Association is to maintain the confidentiality of the discipline notice until such time that the matter may become the subject of hearing pursuant to this section. The following procedure shall apply:

1) If the employee elects to file an appeal of suspension of five (5) calendar days or less with the Board of Fire and Police Commissioners or where the employee stands on his or her rights to defend against the charges before the Board of Fire and Police Commissioners, the employee's appeal or hearing shall be governed by 65 ILCS5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners in effect at the time of the hearing or appeal.

2) If the employee, with the approval of the Association, elects to file a grievance as to the disciplinary action or proposed disciplinary action, the grievance shall be processed in accordance with Article XI of this Agreement, except that the processing of the grievance shall begin at the arbitration step (Section 11.4) of the procedure.

c) This Section shall not be construed to diminish or modify the disciplinary authority of the Fire Chief as established by statute.

2. Irrevocable Election of Appeal Procedure

Upon receipt of either service of charges or of a notice of disciplinary penalty, the employee may elect to have the disciplinary hearing or appeal heard by the Board of Fire and Police Commissioners or the employee, with the approval of the Association, have the disciplinary hearing or appeal through the grievance and arbitration proceeding set out in Article XI of this Agreement. The employee shall notify the Village of his election, in writing, within twenty-one (21) calendar days of the service on the employee of the charges or the notice of disciplinary action. The written statement shall be signed by the employee and shall state that the employee waives any rights that he or she would otherwise have to a hearing before the Board of Fire and Police Commissioners. The options to proceed to a hearing or appeal before the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners and no relief shall be available under the Board of Fire and Police Commissioners procedures with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article XI of this agreement.

3. Board of Fire and Police Commissioner Option

If the employee elects to have the hearing or appeal heard before the Board of Fire and Police Commissioners, the procedure will be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners.

4. Grievance and Arbitration Option

Only the Association shall have the right to refer matters regarding discipline to the grievance and arbitration option. If the Association and the employee notify the Village of their decision to have the appeal heard through the grievance and arbitration option, the grievance shall be filed at the arbitration step (Article XI, Section 11.4) of this Agreement. The Fire Chief shall withdraw any charges on file with the Board of Fire and Police Commissioners and shall file a copy of the written election under paragraph 2 above along with the employee's motion to withdraw the charges in deference to arbitration. If the Association and the employee elect arbitration, the charges filed by the Village shall form the basis of the case before the arbitrator. Any disciplinary grievance filed without the required signed waiver shall be inarbitrable and the arbitrator shall have no jurisdiction to consider it. The arbitrator shall have the authority to uphold the discipline issued, to rescind or modify the discipline, to order reinstatement and back pay.

5. Suspension Without Pay

The Board of Fire and Police Commissioners shall have the authority to suspend an employee with or without pay against whom charges have been filed pending a hearing upon a showing of compelling justification, regardless of which hearing option is selected by the employee, and subject to observance of the employee's rights to due process of law.

6. Decision and Review

Reviews of decisions of the Board of Fire and Police Commissioners or of an arbitrator under this Section shall be as by law provided for the hearing body elected by the employee.

7. Arbitration Procedures

The parties shall in the first instance make a good faith effort to agree on the selection of the arbitrator, and, if no agreement shall be reached, the parties shall utilize the arbitrator selection procedure of this Agreement. The arbitrator selected shall have experience in resolving disputes arising under the collective bargaining agreements covering police officers or firefighters.

8. Time Limit Extension

The parties, may by mutual agreement in writing, extend any of the time limits set forth in this Section.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10.2.1-17, or the Rules and Regulations of the Village of Wheeling Board of Fire and Police Commissioners.

19.19 Retirement/Resignation Notice

Employees who voluntarily leave the Village service shall give advance notice of not less than forty-five (45) calendar days. Accrued sick leave without a signed note from a physician shall not be used during this advance notice period. Accrued vacation and holiday time shall not be used fourteen (14) calendar days or less prior to the date of the employee's service termination. An employee's date of service termination for all purposes shall be the last day actually worked by the employee. Employment shall not be extended by the use of accrued vacation time, sick leave, or holiday time. The Fire Chief, with the approval of the Personnel Director, will waive this requirement if exceptional circumstances warrant such exemption. No demand or request of an employee by any person in authority to sign an undated resignation shall be allowed.

19.20 Fiscal Year and Contract Administration

The Village and Association agree that any reference to the "Fiscal Year" in this agreement will be understood to mean the period from May 1 through April 30 for the purpose of contract administration.

19.21 Driver's License Requirement

Each employee shall be required to obtain and maintain an appropriate driver's license within the first six (6) months of employment. This time restrictions may be extended subject to the approval of the Fire Chief. Any employee who fails to obtain or maintain an appropriate driver's license shall be prohibited from driving any Fire Department vehicles and may be subject to disciplinary action. It is the responsibility of each employee to advise Command Staff prior to his/her next duty day whenever his/her driver's license is suspended and/or revoked.

The following list outlines the specific type of State of Illinois driver's license required for each employee classification:

- Lieutenant: Class A or Class B
- Lieutenant/Paramedic: Class A or Class B
- Firefighter: Class A or Class B
- Firefighter/Paramedic: Class A or Class B

Employees who reside outside of the State of Illinois shall be required to obtain and maintain a driver's license within their home state with a weight classification equal to or

exceeding the equivalent State of Illinois driver's license listed above within the first six (6) months of employment or within ninety (90) days of relocation. These time restrictions may be extended subject to the approval of the Fire Chief.

Command Staff shall be provided with a copy of each employee's valid driver's license. It shall be the responsibility of each employee to submit a copy of his/her driver's license at the time of its renewal and/or reissue within ten (10) days following renewal/reissue. This time restriction may be extended subject to the approval of the Fire Chief. In the event that the employee is scheduled off for a period of time, the employee must provide said copy upon reporting back to duty immediately after the scheduled time off period.

19.22 Subcontracting

Basic fire suppression work and emergency medical services shall not be subcontracted during the term of this Agreement, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments.

ARTICLE XX - IMPASSE RESOLUTION

Should an impasse arise in any collective bargaining contemplated by this Agreement, the parties desire to utilize the procedures for impasse resolution outlined in the Illinois Public Labor Relations Act (hereinafter referred to as the "Act") and the rules and regulations of the Illinois State Labor Relations Board (hereinafter referred to as "ISLRB"), subject to the modifications set forth in this Article. The parties agree that the statutory authority for the following "alternative form of impasse resolution" is set forth in Section 14 (p) of the Act. It is agreed that should any impasse result during the collective bargaining negotiations contemplated by this Agreement, and it becomes necessary to submit their unresolved disputes to arbitration pursuant to Section 14 of the Act, the parties will engage in the arbitration of impasse procedure described in the Act and the Rules and Regulations of the ISLRB, subject to the following:

(a) Arbitrator Selection Process: The parties agree that in the absence of an agreement on a neutral arbitrator, within fourteen (14) calendar days of a proper request for arbitration, the parties shall file a joint request with the American Arbitration Association (hereinafter "AAA") for a panel of seven (7) arbitrators for which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the WFA shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, i.e., each of the seven (7) panel members shall be listed in order of preference by each party. Each party shall have fourteen (14) calendar days from the date the panel list is received from AAA to number the names on the panel list in order of preference and return the list to AAA. In

accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator who ranks the highest on each list to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members on the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform AAA of this limited role by joint letter at the time the first panel is requested;

(b) Post-Selection Coordination of Process: The parties shall jointly communicate and coordinate all remaining aspects of the arbitration process (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Agreement;

(c) Issues in Dispute: Within seven (7) calendar days of the service of a demand that the arbitrator selection process begin, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.

(d) Final Offers: No less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all issues identified as being in dispute through further collective bargaining.

(e) Authority and Jurisdiction of Arbitrator:

(1) The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Association.

(2) The parties agree that the Association may file a request for mediation under Section 14 of the Act after commencement of the Village's new fiscal year and that any increases in rates of compensation awarded by the arbitrator may be retroactive to the commencement of the

contract year in the parties' agreement provided the Association files for mediation prior to the expiration date of the Agreement.

(f) Conduct of Hearings: The parties agree that all arbitration hearings shall be conducted as follows:

(1) hearings shall be held at a mutually agreed location with rental costs, if any, split equally between the parties;

(2) the hearings shall begin within thirty (30) calendar days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by written mutual agreement may agree to delay the date of the first hearing for a period of up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) calendar days of the date of the first hearing;

(3) the party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings or receipt of the transcript, whichever is later;

(4) the arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days after the close of hearings or the submission of post-hearing briefs, whichever is later;

(5) a mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its own witnesses and representatives;

(6) the parties agree that any time limits, regardless of whether they are set forth in this Agreement, in the Act or in the Rules and Regulations of the ISLRB, may be extended by written mutual agreement.

(g) Remaining Provisions of Section 14:

Except as expressly provided in this Agreement, the parties agree that the provisions of Section 14 of the Act and the Rules and Regulations of the ISLRB shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and Section 14 and/or the Rules and Regulations of the ISLRB, it is the parties' intent that the provisions of this Agreement shall prevail.

ARTICLE XXI - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term except as specifically stated below. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement concludes collective bargaining between the parties for its term except for any impact or effects bargaining which may be requested by the Association or any mid-term bargaining over any subject or matter not referred to or covered by this Agreement that may be requested by the Village. The parties agree that the Village may temporarily implement changes pending the outcome of any impact or effects bargaining which may properly be requested by the Association. If agreement cannot be reached during such bargaining, then the impasse resolution procedures as set forth in Article XX, shall be utilized by the parties. Mediation, however, would be required only if mutually agreed to by the parties.

ARTICLE XXII - TERM OF AGREEMENT

This Agreement shall remain in full force and effect until 11:59 p.m. on April 30, 2019. It shall continue in effect from year to year thereafter and be automatically renewed from year to year unless a notice to negotiate modification of this Agreement is given in writing by either party before January 1 prior to the anniversary date. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

In the event such notice to negotiate is given, the parties shall meet not later than fourteen (14) calendar days after the date of receipt of such notice, or at such reasonable times that are agreeable to both parties for the purpose of negotiation. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while

negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this 23rd day of May, 2016.

**WHEELING FIREFIGHTERS
ASSOCIATION**

VILLAGE OF WHEELING

BY: _____

BY: _____

Emmet Gribbens, Association President

Dean S. Argiris, Village President

ATTEST:

ATTEST:

**APPENDIX A
WHEELING FIRE DEPARTMENT
SALARY SCHEDULE
MAY 1, 2016 - APRIL 30, 2019**

MAY 1, 2016 - APRIL 30, 2017

FIREFIGHTER

STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$59,030	\$64,000	\$70,219	\$74,124	\$81,914	\$85,996	\$90,424

FIREFIGHTER/PARAMEDIC

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$66,177	\$73,422	\$77,497	\$85,643	\$89,920	\$94,521

LIEUTENANT

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
\$77,927	\$82,602	\$87,454	\$92,595	\$98,036	\$103,811	\$110,279

MAY 1, 2017 - APRIL 30, 2018

FIREFIGHTER

STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$60,505	\$65,600	\$71,974	\$75,977	\$83,962	\$88,146	\$92,685

FIREFIGHTER/PARAMEDIC

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$67,832	\$75,257	\$79,435	\$87,784	\$92,168	\$96,884

LIEUTENANT

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
\$79,875	\$84,667	\$89,640	\$94,910	\$100,487	\$106,406	\$113,036

MAY 1, 2018 - APRIL 30, 2019

FIREFIGHTER

STEP 1	STEP 1A	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$62,169	\$67,404	\$73,953	\$78,066	\$86,271	\$90,570	\$95,234

FIREFIGHTER/PARAMEDIC

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
\$69,697	\$77,327	\$81,619	\$90,198	\$94,703	\$99,549

LIEUTENANT

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
\$82,071	\$86,995	\$92,105	\$97,520	\$103,250	\$109,332	\$116,144

(NOTE 1: FIREFIGHTERS SHALL BE ELIGIBLE FOR STEP 1A SALARY INCREASES UPON APPROVAL OF THE FIRE CHIEF OR POSSESSION/RECEIPT OF STATE OF ILLINOIS BASIC FIREFIGHTER CERTIFICATION)

(NOTE 2: LIEUTENANTS WHO MAINTAIN THE STATUS OF PARAMEDIC SHALL RECEIVE ADDITIONAL PAYMENTS ON THE BASIS OF TWO THOUSAND DOLLARS (\$2,000.00) PER YEAR WHICH SHALL BE ADDED TO THEIR SALARY AND PAID OVER TWENTY-SIX (26) PAY PERIODS. PAYMENTS SHALL BE ADJUSTED FOR ANY TIME SAID PARAMEDIC STATUS IS NOT MAINTAINED)

APPENDIX B

TRAVEL REGULATIONS

Travel can play an important role in the Village's efforts to provide superior and responsive governmental services to the residents of Wheeling. When conducting business on behalf of the Village, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses.

Control of travel authorization is the responsibility of each department head. Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Approval of travel expense forms is more than a formality. It indicates that expenses submitted have been reviewed and have been found to comply with Village regulations regarding travel and authorized business expenses.

All Village personnel traveling or incurring business expenses on behalf of the Village, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under Village control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

1. Travel Authorization

It is Village policy that all travel requiring an overnight stay must be approved in advance by the employee's Department Head, the Director of Finance & Administrative Services and Village Manager. This applies to all travel of this nature even in instances where the travel has been budgeted or a travel advance is not requested. Requests for travel authorization shall be submitted using the Village's travel authorization form (see Exhibit 1.)

2. Travel Arrangements

To reduce travel costs, Village employees are encouraged to seek the assistance of a travel agent or an Internet website when purchasing air travel and reserving cars and hotel rooms. Whenever possible, travel should be arranged using the least expensive means possible. Employees should use good judgment when determining logical routes for arriving at the intended destination.

3. Air Travel

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In general, lowest available fare is defined as the least costly fare available at the time of ticketing, and may include one stopover or connecting flight. (This is not intended to limit travelers who may wish to arrange airfare using more than one stopover or connecting flight as savings and time permits.) In order to take advantage of available discounted fares, travelers are requested to make reasonable adjustments in their travel plans.

Employees should make air travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised. All air travel at Village expense must be by coach.

4. Ground Transportation

It is expected that employees use the most effective ground transportation available, considering cost, time, availability and scheduling. The cost of public transportation, including tips, is reimbursable with a receipt unless one cannot be obtained.

a. Village Owned Vehicles

Village owned vehicles shall be used to travel to destinations of up to 200 miles from Wheeling, unless another form of travel is less expensive or more practical. Special approval for longer trips may be granted by the Director of Finance & Administrative Services if there will be more than one employee making the trip or for some other practical reason.

b. Taxi and Airport Transportation

Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis may be used as necessary taking into consideration the cost of other means of transportation. A receipt is required for reimbursement of these expenses.

c. Rental Passenger Automobiles

Rental automobiles may be used as necessary but must be approved in advance by the Department Head, Director of Finance & Administrative Services and Village Manager. Receipts are required for reimbursement of all expenses related to rental automobile use. Arrangements for rental automobiles should be made through a travel agent or Internet website whenever possible.

d. Personal Vehicles

Expenses of travel by automobile are reimbursable at the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare.

Employees using personal vehicles on Village business must have adequate automobile insurance in compliance with State law.

5. Meals

a. Travel Requiring An Overnight Stay:

Employees engaged in travel necessitating an overnight stay will receive a per diem meal allowance. The per diem amount shall be equal to the Internal Revenue Service's Standard Meal Allowance rate (updated every October) for Chicago, Illinois (regardless of the city to which the employee travels). The applicable rate shall be the rate in effect at the time of

travel (e.g. \$51 per day as of October 2004). The per diem amount shall include tax and tip. Receipts for meals are **not** required. Any costs exceeding the per diem amount are the responsibility of the employee. Employees are not required to reimburse the village for per diem funds not spent unless the trip is shorter than originally anticipated or canceled altogether.

Note: Employees will receive a pro-rated per diem stipend for partial days traveled. For example, an employee returning from a trip in the morning following breakfast would receive 1/3 of the per diem amount for the day rounded to the nearest dollar.

b. Attendance at In-State Seminars or Conferences Not Requiring an Overnight Stay:

The per diem meal allowance shall also apply to employees attending in-state seminars and conferences not requiring an overnight stay. In either event, employees will receive a pro-rated per diem allowance for meals not included in the registration costs. Employees shall receive one-third (1/3) of the IRS's Standard Meal Allowance (rounded to the nearest dollar) in effect at the time of travel for each meal not provided by the seminar or conference. Employees may request funds for these meals by submitting a petty cash reimbursement request with a copy of the seminar or conference registration form. Petty cash forms shall be signed by the employee's Department Head or his or her designee. Receipts for meals are **not** required.

6. Hotels

Employees are expected to use reasonably priced lodging. When making reservations or registering, the employee shall ask for and use the government or corporate rate. Whenever practical, hotels reservations should be made using a travel agent or Internet website. Otherwise, good judgment should be used in selecting hotels which provide comfortable lodging at reasonable prices.

Reimbursement for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If a conference, for example, begins on Sunday morning and ends Thursday at noon, reimbursement for Saturday night through Wednesday night would be allowed. If an employee chooses to arrive earlier or stay later, the additional lodging and other expenses are his or her personal expense. However, if staying an extra night (e.g. Saturday) will result in an airfare discount in excess of the additional total expenses to be incurred, these expenses will be reimbursable.

7. Telephone Calls (personal and work related)

The Village recognizes that it may be necessary for employees traveling on Village business to check in with family members or work from time to time. Placing long distance calls using hotel phones is often prohibitively expensive. To avoid these high costs, the Village will provide employees traveling for the Village with a pre-paid phone card to use while on the trip. Phone cards may be obtained from the Finance Department and do not have to be returned following completion of the trip. The cost of personal calls placed from the employee's hotel room shall be the employee's responsibility.

8. Accompaniment by an Immediate Family Member

The Village will not reimburse employees for travel costs of immediate family members traveling with employees on official Village business. If a family member accompanies the employee for personal reasons, only those costs related to the employee's travel will be reimbursed.

9. Combined Business/Personal Travel

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the employee.

10. Non-Allowable Expenses

The Village's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the Village. However, there are specific types of expenses that are considered personal, and are therefore not reimbursable. These include but are not limited to:

- 1) Cleaning, pressing, and laundry;
- 2) Personal entertainment including movies, videos or pay per view services in a hotel room;
- 3) Airline and other trip insurance;
- 4) Beautician, barber, manicurist and shoe shine;
- 5) Repairs on personal automobiles damaged while on company business;
- 6) Traffic violations and court costs;
- 7) Membership fees in airline clubs.
- 8) Alcohol or drugs of any kind.

Unless otherwise addressed by this policy, the Director of Finance & Administrative Services shall have the authority to decide questions regarding whether or not a particular expense is reimbursable.

11. Approved Forms of Payment

The Village prefers that reservations booked through travel agencies be paid by issuing a purchase order to the travel agent. Payment will be made, in accordance with the Village's accounts payable schedule, after a copy of the confirmation statement has been submitted to the Finance Department and payment has been authorized. Payment will not be made unless the Director of Finance & Administrative Services and Village Manager have approved a travel authorization form.

Employees that have Village issued credit cards, or who wish to use a personal credit card, may use one to pay for travel related expenses. However, employees shall still be responsible for obtaining receipts and submitting a completed travel expense report to the Finance Department when the travel has been completed.

12. Advances

Travel advances may be issued to employees to cover travel expenses that cannot be arranged through a travel agent. The advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a completed travel authorization form containing the following information:

- 1) Name, title and department of employee receiving the travel advance;
- 2) Account number to which the expenses will be charged;
- 3) Purpose of the trip;
- 4) Destination;
- 5) Beginning and ending dates of the trip;
- 6) Estimate of all expenses including transportation, lodging, meals, registration and miscellaneous expenses including items paid directly;

Advance requests require the signature of the applicable Department Head, Director of Finance & Administrative Services and Village Manager. Travel advance forms must be completed and submitted to the Accounts Payable Clerk at least two (2) weeks before the date needed. The travel advance form must be filled out regardless of whether or not a travel advance is necessary. Employees are responsible for ensuring that the completed travel advance form is received by the Finance Department prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within five (5) days after completion of the travel. A travel advance will not be issued if any prior advance is outstanding. Completed travel advance forms are to be forwarded to the Department of Finance & Administrative Services with all receipts attached. Any unused travel advance money must accompany this form.

13. Expense Reporting

The travel expense form (see Exhibit 2) should be filled out in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the statement as possible including the cost of registration, books, meal allowances, hotel, airfare, etc. regardless of whether it was paid directly to a vendor (e.g. registration fees) or by credit card (e.g. hotel bill). Original receipts must be included except when it is impractical to do so or when specifically exempted by this policy (e.g. meals, cost of public transportation, tips, parking meters, etc.). A completed expense report, with a copy of the travel authorization

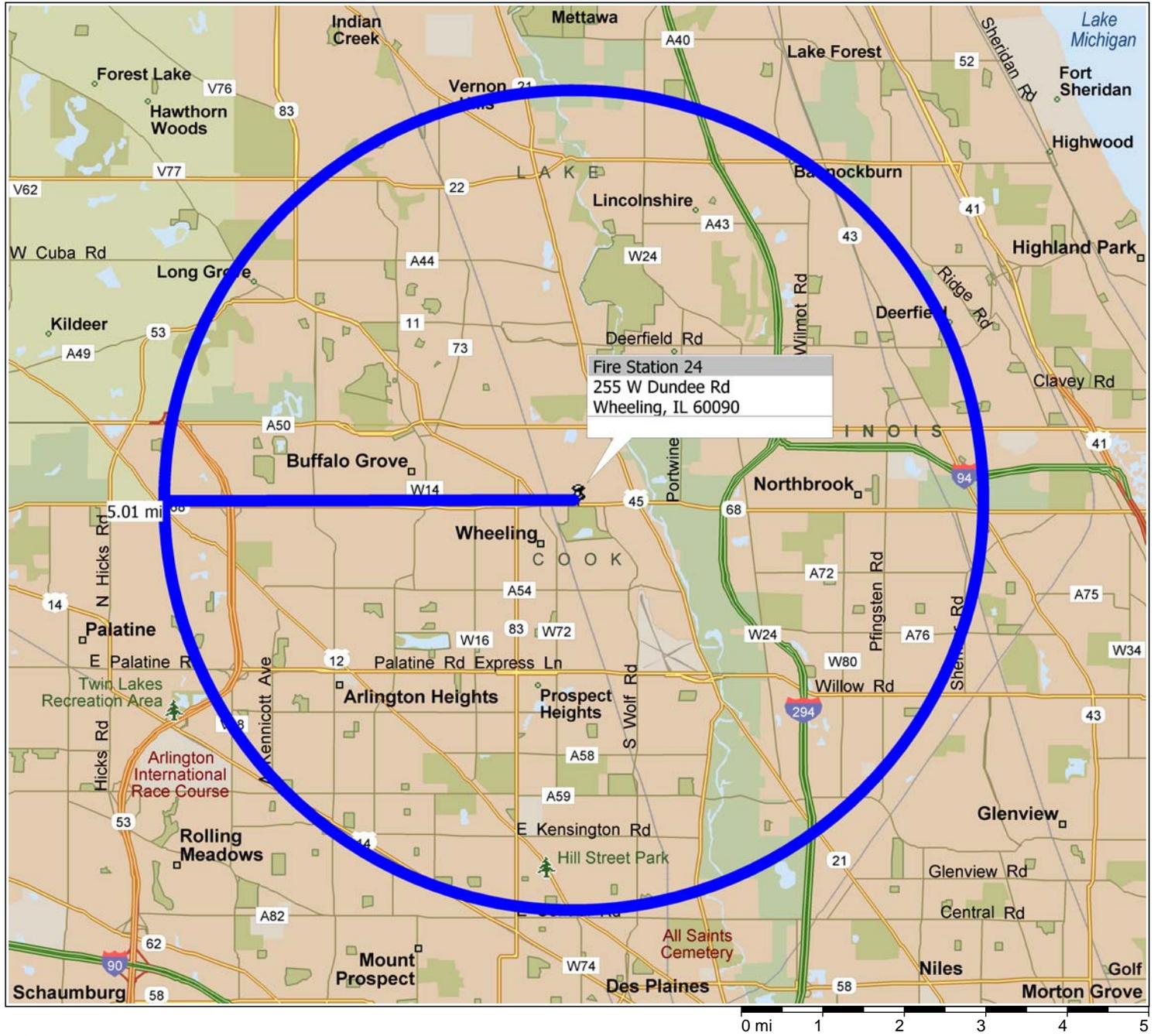
form, shall be submitted to the Finance Department within (5) five days following completion of the trip.

Employees may direct any questions regarding this policy to the Director of Finance & Administrative Services.

14. Overtime Compensation for Travel

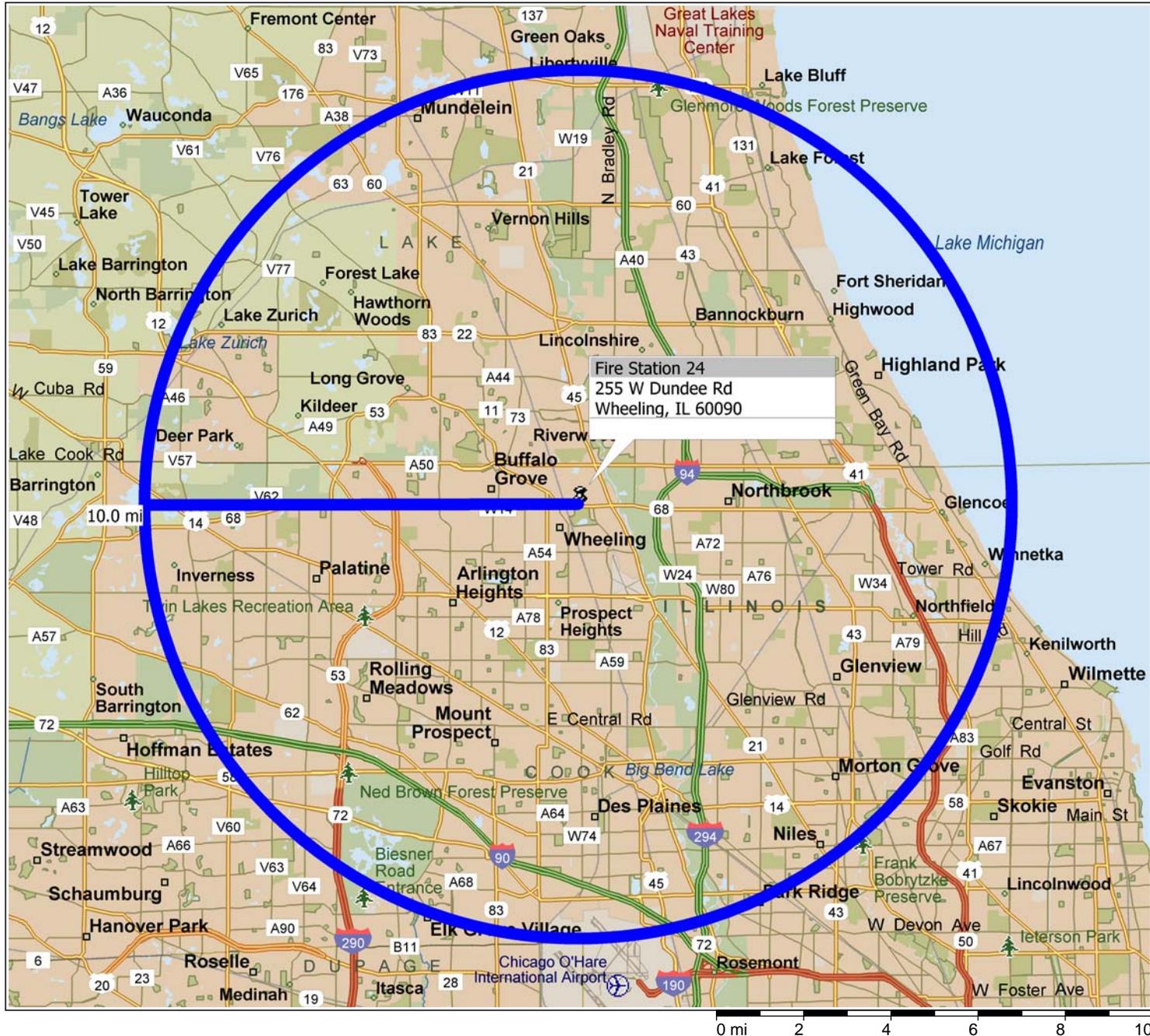
Travel time is provided in the Chicago metropolitan area for attending mandatory schooling/training, as well as associated mandatory functions (ex. state certification examinations). Travel is calculated based upon the following maps and is determined based upon the intended destination. Each ring or circle on the map represents 30 minutes (~5.0 linear miles) of compensated round trip travel time. As the destination becomes further from Fire Station 24, an additional 30 minutes (~5.0 linear miles) of round trip travel time is added to each ring or circle passed through. When the intended destination is beyond the travel limits shown on the map, the Fire Chief will determine what travel time is reasonable.

TRAVEL TIME - 30 MINUTE ROUND TRIP

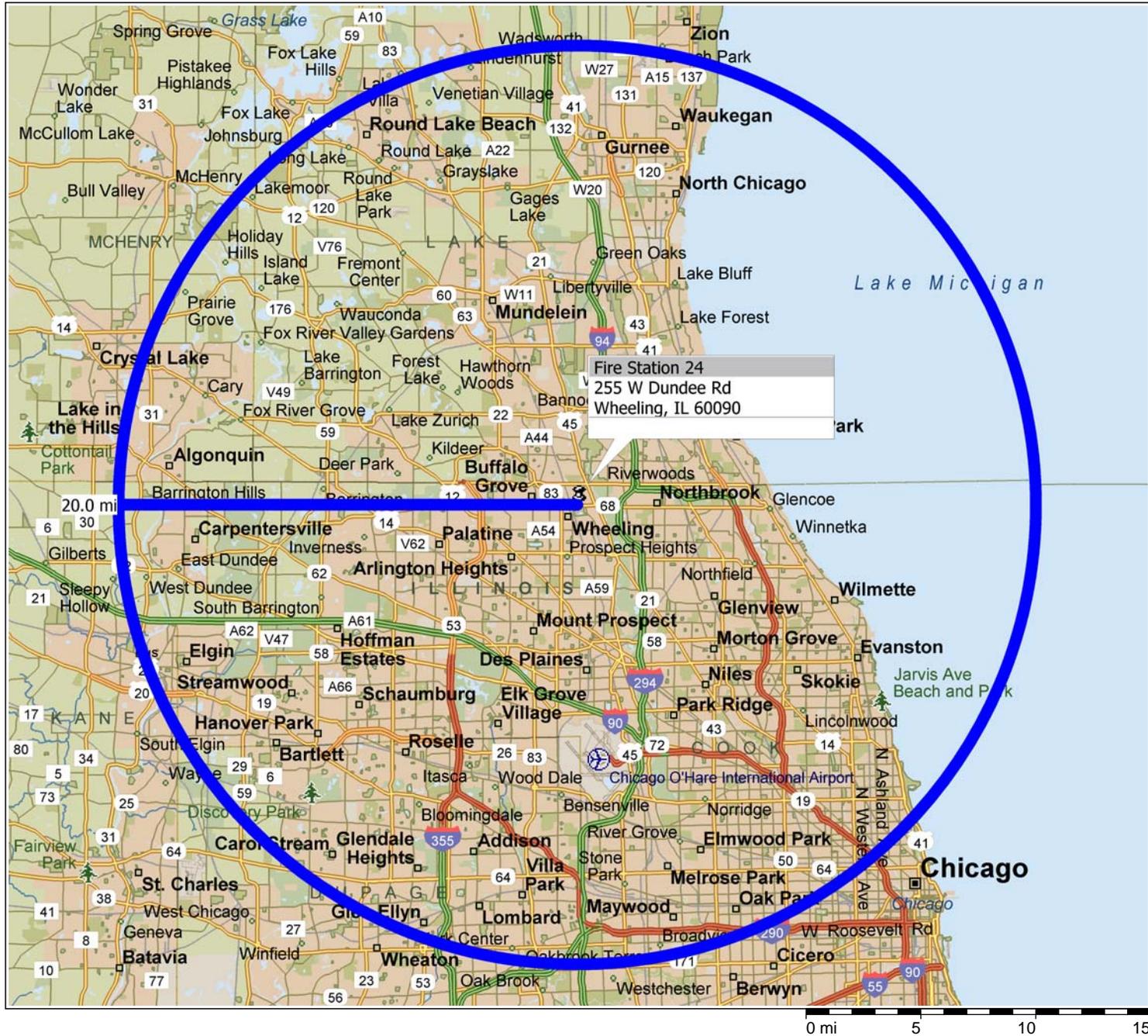


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TRAVEL TIME - 60 MINUTE ROUND TRIP



TRAVEL TIME - 120 MINUTE ROUND TRIP



APPENDIX C

VACATION ACCRUAL SCHEDULE

<u>EMPLOYMENT DATE</u>	<u>FIRST VACATION ALLOWED</u>	<u>NUMBER OF DUTY DAYS ALLOWED</u>
JANUARY	AFTER APRIL 30 SAME YEAR	1
FEBRUARY	“ “ “ “	1
MARCH	“ “ “ “	0
APRIL	“ “ “ “	0
MAY	AFTER APRIL 30 FOLLOWING YEAR	5
JUNE	“ “ “ “ “	4
JULY	“ “ “ “ “	4
AUGUST	“ “ “ “ “	4
SEPTEMBER	“ “ “ “ “	3
OCTOBER	“ “ “ “ “	3
NOVEMBER	“ “ “ “ “	2
DECEMBER	“ “ “ “ “	2

After the above schedule, but
Less than 3 years of employment 5 duty days

At or over 3 years, but less than
6 years of employment 6 duty days

At or over 6 years, but less than
12 years of employment 8 duty days

At or over 12 years, but less than
18 years of employment 11 duty days

At or over 18 years of employment 13 duty days

At or over 24 years of employment..... 14 duty days

APPENDIX D
SCHEDULE OF BENEFITS

Medical Coverage:

Maximum Lifetime Benefit

- All Benefits Paid (per individual) \$3,000,000.00 or the amount provided by applicable law, whichever is higher.

Maximum Annual Out-of-Pocket Expense

- Individual \$1,500.00
- Family \$3,000.00

Out-of-pocket expense is the plan deductible and percentage of covered expenses that you or your covered dependent pays. If the individual out-of-pocket maximum is reached during a benefit period, the benefit percentage is 100% for covered expenses incurred by that person for the rest of the benefit period. If the family maximum is reached during a benefit period, the benefit percentage is 100% for you and all your covered dependents for the rest of that benefit period.

Benefit Period Calendar Year

Deductible		Eff 1/1/2017
- Individual	\$400.00	\$500.00
- Family	\$800.00	\$1,000.00
- Accumulation Period		12 months

SCHEDULE OF BENEFITS

Benefit Percentage	Network	Non-Network
- Hospital Expenses	90%	60%
- Surgery Expenses	90%	60%)
- Mental Health, Alcoholism and Chemical Dependency Treatment —		
- Inpatient expenses	90%	60%
- Outpatient expenses	90%	60%
- All Other Covered Expenses	90%	60%

Newborns and Mothers Health Protection Act

Group health plan issuers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from a plan issuer for prescribing a length of stay not in excess of the above. Stays beyond the mandated two

day stay after normal vaginal delivery or four day stay after cesarean delivery are subject to the preauthorization requirements of the plan, if any.

Covered Expenses:

Covered expenses are limited per benefit period as shown below and subject to deductible and/or benefit percentages, if any.

- Extended Care Facility Expenses
 - Maximum number of days 60

- Hospice Care Expenses
 - Maximum number of weeks 26

- Family Wellness Care
 - Per Person (Preventative Care/No Deductible/Not Subject to Maximum Out of Pocket) . . . \$250.00 (Benefit Percentage: 100%)

- Well Child Care
 - Per Child (Preventative Care & Immunizations/No Deductible/Not Subject to Maximum Out of Pocket) \$250.00 (Benefit Percentage: 100%)

- Vision Care
 - Per Person (Preventative Care & Optical Devices/No Deductible/Not Subject to Maximum Out of Pocket) . . . \$200.00 (Benefit Percentage: 100%)

- Prescription Card Program
 - Prescription Co-Pay”
 - o \$10.00/\$20.00/\$35.00 – Pharmacy
 - o \$20.00/\$40.00/\$70.00 – Mail Order (3 month supply)
 - No out-of-pocket maximum

- All Other Covered Expenses reasonable and customary charge

Advanced Procedures (Transplants):

Procedures done at an Advanced Procedures DESIGNATED facility:

- Advanced Procedure Deductible
 - Per transplant regular plan deductible applies

- Advanced Procedure Benefit Percentage
 - All Advanced Procedure Expenses 90%

Procedures done at a NON-DESIGNATED facility:

Advanced Procedure Deductible

- Per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage same as any other surgery

APPENDIX E



**AUTHORIZATION FOR CHECKOFF OF ASSOCIATION
DUES AND ASSESSMENTS**

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the Wheeling Firefighters Association (IAFF; Local 3079) and remit said amounts to the Association.

I understand that this checkoff authorization cannot be canceled by me unless I give written notice to the Village and the Association between ninety (90) and forty-five (45) days prior to the expiration date of the contract.

(Print Name)

(Signature)

(Date)

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.B

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 23, 2016

TITLE OF ITEM SUBMITTED: Resolution Affirming an Agreement between the Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, for the Period May 1, 2016 through April 30, 2019

SUBMITTED BY: Michael A. Crotty, Assistant Village Manager/
Director of Human Resources

BASIC DESCRIPTION OF ITEM¹: A resolution approving the provisions of the collective bargaining agreement for the period described above for Police Officers represented by the CCPA, Wheeling Chapter.

BUDGET²:

BIDDING³:

EXHIBIT(S) ATTACHED: Executive Summary memorandum, resolution and contract.

RECOMMENDATION: Staff recommends adoption of the resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Michael A. Crotty, Assistant Village Manager/Director of Human Resources
DATE: May 18, 2016
SUBJECT: Proposed CCPA Agreements

EXECUTIVE SUMMARY

The Village has concluded collective bargaining with the Combined Counties Police Association, Wheeling Chapter, and staff recommends that the Village President and Board of Trustees adopt the requisite resolutions affirming the resulting agreements for the Police Officer, Police Sergeant and Police Non-Sworn Employee bargaining units.

Attached for presentation to the Village President and Board of Trustees are the collective bargaining agreements negotiated with and ratified by the CCPA. The bargaining units ratified the agreements on May 13, 2016, and the following is a listing of changes:

Economic Items:

1. *Term of Agreement:* 3 year contract from May 1, 2016 through April 30, 2019.
2. *Wages (all represented positions except for radio operators):* 2.5% increase effective on May 1, 2016, 2.5% increase effective on May 1, 2017, and 2.75% increase effective on May 1, 2018.
3. *Wages (radio operators):* 1.25% increase effective on May 1, 2016, 2.25% increase effective on May 1, 2017, and 2.50% increase effective on May 1, 2018.
4. *Wages:* Implement a new, lower Step 1 for Patrol Officer, and new, lower Steps 1 and 2 for all non-sworn positions (Radio Operator, CSO, Records Clerk and Property Evidence Officer), thereby increasing the number of years to top step and decreasing starting pay.
5. *Insurance:*
 - a) Effective July 1, 2016, increase the employee contribution to premium from 10% to 12% for both HMO and PPO options.
 - b) Effective July 1, 2016 for the HMO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively; and increase the office visit co-pay from \$10 to \$20.

- c) Effective July 1, 2016 for the PPO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively.
 - d) Effective January 1, 2017, for the PPO option, increase deductibles from \$400/\$800 to \$550/\$1,100 for single/family coverage, respectively.
6. *Uniform Allowance:* Effective January 1, 2017: increase the annual uniform allowance for Patrol Officer/Sergeant, and Detective/Detective Sergeant from \$595 and \$620, respectively, to \$750 across the board; and increase the annual uniform allowance for Radio Operator and CSO from \$375 and \$575 to \$400 and \$600, respectively.
 7. *Corporal Pay:* Increase corporal stipend from \$400 per month to \$500 per month.
 8. *Holiday Time Sell-Back (non-sworn):* Reduce the number of holiday hours that CSOs may sell back at the end of a contract year from 72 to 60, consistent with the sworn contracts.
 9. *SLDPA (radio operators):* Eliminate the SLDPA benefit for all existing and future radio operators, except for one operator who has announced and is due to retire in June of 2016 (this was negotiated along with lower wages for radio operators as an exchange for a new provision on severance in the event that the dispatch center is closed down).
 10. *Effects of Outsourcing (Radio Operators):* In exchange for lower wages and the elimination of SLDPA for radio operators, include new language that establishes benefits to be received by radio operators in the event that the Village decided to no longer provide dispatching services. Primary benefits include payment of 40 hours compensation for each year of completed full time service as a full-time radio operator with a minimum of 120 hours (equivalent to 3 years) and a dollar cap of \$15,000, and reimbursement for up to two months of COBRA insurance premium (payable upon presentation of receipt that the laid off radio operator purchased the insurance). This would not be available to radio operators who are placed with the agency who takes on Wheeling's dispatching role, or to radio operators who are offered and accept any other position with the Village. Finally, the language comes with a waiver of any right to bargain over the impact or effects of any decision the Village makes to contract out, subcontract or privatize this work.
 11. *Overtime and Additional Compensation (Radio Operator):* Include new language that clearly establishes the authority and overtime exemptions under the FLSA upon which the radio operators work their current schedule.

Non-Economic Items:

1. *Secondary Employment (sworn):* No change to contract language which already provides that secondary employment is subject to Police General Order, but agreement that the Village will allow officers to work for other municipal police departments on their off hours in a regular part-time capacity only.
2. *Secondary Employment (sworn):* For extra duty assignments, new language that gives the Police Chief the right to assign Extra Duty (e.g. special detail requested by outside groups) in the event no one volunteers, and that limits Extra Duty assignments only to those in ranks up to Sergeant.
3. *Pre-Disciplinary Meeting (non-sworn):* New language consistent with existing language in the sworn contracts that provides the non-sworn represented employees an opportunity, upon request, to meet with the Chief or his designee before discipline is imposed.
4. *Selection of Vacation (Sergeants):* Clarifying language consistent with existing language in the Patrol Officer contract that Sergeants complete vacation selection before Patrol.
5. *Duty Trades (Radio Operators):* Inclusion of language memorializing the existing practice of duty trades between Radio Operators.

6. *Duty Trades*: Delete an existing requirement that the duty trade must be completed within 28 days from the first trade.
7. *Uniform Account System (Civilian Contract)*: Amend the language to provide that the uniform credit is given at the beginning of the calendar year rather than contract year, consistent with practice and the sworn contracts.
8. *Election of Disciplinary Procedures (sworn contracts)*: Reduction in the amount of time that an employee has to notify the Village whether he chooses to have his discipline due process handled by the BOFPC or an arbitrator from 21 days down to 7 days.
9. *Grievance and Arbitration Option (sworn contracts)*: New language that clearly establishes that if an employee elects arbitration for his due process right, then the discipline sought by the Police Chief is to be implemented at that time.

In addition, there are a couple of provisions that have been revised under the heading of “clean-up” to remain consistent with current law (e.g. deletion of outdated maternity leave and pay day language, and correcting misstated practice with respect to the work schedule for CSOs). If you have questions, please let me know. Red-line versions are available if you or the Board would like to see them. I understand that the Village Board will consider approval of these contracts on May 23, 2016.

/mac
attachments

RESOLUTION NO. 16-_____

A RESOLUTION AFFIRMING AN AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE COMBINED COUNTIES POLICE ASSOCIATION, WHEELING CHAPTER FOR THE PERIOD MAY 1, 2016 THROUGH APRIL 30, 2019

WHEREAS, the Combined Counties Police Association, a labor organization comprised of and representing all sworn police officers below the rank of sergeant, but excluding all sworn police officers who are supervisory, managerial, confidential, clerical or short-term employees (officers with the rank of sergeant or above) within the Police Department, has been formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has met with the duly authorized representatives of the CCPA; and

WHEREAS, the Village and the representatives of the CCPA have negotiated and agreed to the terms and conditions of salaries, fringe benefits and working conditions for the above mentioned members of the Combined Counties Police Association for the period of May 1, 2016 to and including April 30, 2019 as attached.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the provisions of the collective bargaining agreement effective May 1, 2016 through April 30, 2019 are approved, subject to attorney review, and the Village President is authorized to execute said agreement.

BE IT FURTHER RESOLVED, that the necessary appropriations shall be made to effectuate the terms of this agreement.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of May, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND THE
COMBINED COUNTIES POLICE ASSOCIATION
WHEELING CHAPTER**

FOR THE PERIOD OF MAY 1, 2016 THROUGH APRIL 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
GENERAL TERMS.....	1
1.1 Recognition	1
1.2 Scope of Agreement.....	1
1.3 Rights of Management.....	2
1.4 Agreement.....	3
ARTICLE II	
DIRECT COMPENSATION.....	4
2.1 Wage Compensation	4
2.2 Tour of Duty	5
2.2 A. Shift Assignments	6
2.2 B. Work By/Work For - Duty Trade	6
2.3 Pay Periods.....	7
2.4 Payroll Deductions.....	7
2.5 Seniority	7
2.6 Overtime and Additional Direct Compensation	7
2.7 Pyramiding Prohibited	10
2.8 Uniform Account System	10
ARTICLE III	
INDIRECT COMPENSATION.....	12
3.1 Holiday Time	12
3.2 Scheduling of Holidays.....	13
3.3 Vacation	14
3.4 Scheduling of Vacation.....	15
3.5 Sick Leave.....	16
3.6 Health Insurance	18
3.7 Life Insurance	19
3.8 Pension and Disability Benefits	19
3.9 Longevity	19
3.10 College Incentive	19
3.11 Tuition Reimbursement	20
3.12 Paid Leave of Absence.....	20
3.13 Unpaid Leave of Absence.....	21
3.14 Family Medical Leave Act (FMLA).....	21
3.15 Court Appearances.....	22
3.16 Worker’s Compensation	22
3.17 Off-the-Job Injury or Illness	22
3.18 Additional Retirement Benefits	23
3.19 Additional Disability Benefits	25
3.20 Section 125 Plan	26

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE IV	
EMPLOYMENT, SUSPENSION, TERMINATION.....	27
4.1 General Provisions	27
4.2 Voluntary Resignation	27
4.3 Reductions in Force	27
4.4 Effects of Layoff.....	27
4.5 Union Representation.....	28
4.6 Discipline	28
ARTICLE V	
PERFORMANCE EVALUATIONS.....	30
5.1 Objective.....	30
5.2 Procedure	30
ARTICLE VI	
GRIEVANCES	31
6.1 Definition	31
6.2 Procedure	31
ARTICLE VII	
DUES AND CREDIT UNION DEDUCTION.....	33
7.1 Dues Deduction.....	33
7.2 Credit Union Deduction.....	33
7.3 Fair Share	33
7.4 Indemnification.....	34
ARTICLE VIII	
SOLICITATION POLICY	34
8.1 No Solicitation Provisions	34
8.2 Use of Bulletin Boards.....	35
8.3 Working Time - Definition	35
ARTICLE IX	
WORK INTERRUPTION	35
ARTICLE X	
USE OF PUBLIC PROPERTY	35
10.1 Vehicles, Equipment, Materials or Property.....	35
10.2 Telephone.....	35
ARTICLE XI	
ETHICS CODE.....	36
ARTICLE XII	
MISCELLANEOUS PROVISIONS.....	36

TABLE OF CONTENTS
(continued)

	<u>Page</u>
12.1 Discrimination.....	36
12.2 Operational Area.....	36
12.3 Secondary Employment.....	36
12.4 Lunch Period.....	37
12.5 Recitals.....	37
12.6 Savings Clause.....	37
12.7 Gender.....	37
12.8 Board of Fire and Police Commissioners.....	38
12.9 Duty Schedules.....	38
12.10 Local Mandates.....	38
12.11 Residency.....	38
12.12 Savings for Post-Retirement Medical Costs/VEMA.....	38
 SIDE LETTERS OF AGREEMENT.....	 41
 APPENDIX A TRAVEL POLICY.....	.....
 APPENDIX B SCHEDULE OF HEALTH INSURANCE BENEFITS.....	.....
 APPENDIX C FAMILY AND MEDICAL LEAVE ACT POLICY.....	.....
 APPENDIX D CODE OF ETHICS.....	.....
 APPENDIX E AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES AND ASSESSMENTS.....	.....

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the Combined Counties Police Association, Wheeling Chapter (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, the Combined Counties Police Association, Wheeling Chapter, has been formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has met with the duly authorized representatives of the Association; and

WHEREAS, the Village and the Association have negotiated and agreed to the terms and conditions of salaries, fringe benefits and certain other conditions of employment for the members of the Association for the period of May 1, 2016 through April 30, 2019.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreement herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I
GENERAL TERMS**

1.1 Recognition

- (a) The Village recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and certain other conditions of employment for all individuals within a bargaining unit consisting of all sworn police officers of the Village of Wheeling, but excluding all sworn police officers who are confidential, managerial, or supervisory (officers with the rank of sergeant or above). Individuals within such unit shall hereinafter be referred to as “officers.”
- (b) The Village will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with the officers in such bargaining unit, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement.

1.2 Scope of Agreement

The terms and conditions set forth herein represent the entire and exclusive Agreement between the parties with respect to salaries, fringe benefits and other conditions of employment. This Agreement supersedes all prior negotiations, representations, past practices, past policies or procedures, or agreements, either written or oral, between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

1.3 Rights of Management

- (a) It is understood and agreed that the Village possesses the sole right and authority to operate and manage the affairs of the Village in all aspects, including but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:
1. The right to determine the existence or non-existence of facts which are the basis for Village or management decisions;
 2. The right to determine the purpose, mission and policies of the Village and the amount of the budget to be adopted;
 3. The right to plan, direct, control and determine the operations or services to be conducted by the officers of the Village and to set forth all standards of service to be offered to the public;
 4. The right to determine the methods, means, number of personnel, equipment, facilities and materials to be employed or needed to carry out the department's mission;
 5. The right to hire and determine qualifications for job positions;
 6. The right to establish and change schedules and assignments or to transfer officers to other positions or functions within the police department or other police related functions;
 7. The right to direct the working forces and to determine the number of hours per day or per week operations must be carried on;
 8. The right to discipline, suspend and discharge post-probationary employees for just cause;
 9. The right to layoff or relieve officers due to lack of work or funds or for other legitimate reasons;
 10. The right to make, publish and enforce rules and regulations including, but not limited to, General Orders, Special Orders, Policies and Procedures of

the Police Department and Rules and Regulations of the Board of Fire and Police Commissioners, as all may be from time to time amended;

11. The right to introduce new or improved methods, equipment or facilities; and
 12. The right to contract out for any goods or services.
- (b) All of the rights, functions and prerogatives of the Village and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the Village. In no event shall any right, function or prerogative of the Village and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement.

The Association agrees and acknowledges that the Village shall have the right to implement any or all of the rights or decisions which are not expressly and specifically restricted or modified by an explicit provision of this Agreement including, but not limited to, those rights or decisions specifically set forth in paragraph (a) above, or implied therein, without the duty to bargain with the Association over the impact or effect of such decisions.

- (c) The President and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.
- (d) If, in the sole discretion of the President of the Board of Trustees or Village Manager, it is determined that extreme civil emergency conditions exist including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President and Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- (e) Subject matter not contained or covered in this Agreement shall be determined by the Wheeling Personnel Policy Manual and the rules and regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department, and Rules and Regulations of the Board of Fire and Police Commissioners, as all are from time to time amended.

1.4 Agreement

This Agreement shall be binding upon the parties for the period of May 1, 2016 to April 30, 2019. It shall continue in effect from year to year thereafter and be automatically renewed from year to year unless such notice to modify or terminate this Agreement is given in writing by certified mail by either party no earlier than ninety (90) days preceding the expiration date. The notices referred to shall be considered to have been

given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

In the event such notice to negotiate is given, then the parties shall meet not later than fourteen (14) calendar days after the date of receipt of such notice, or at such reasonable times that are agreeable to both parties for the purposes of negotiation.

**ARTICLE II
DIRECT COMPENSATION**

2.1 Wage Compensation

- (a) Any officer who has completed one (1) year of continuous service with the Village shall be eligible for a merit pay step increase. The date of eligibility and effective dates for any merit increase shall be dependent upon the starting date of regular full-time employment, herein referred to as “anniversary date.” Regular full-time employment refers to officers who work a normal tour of duty for their classification. The starting date of regular full-time employment shall be the date an officer is sworn by the Board of Fire and Police Commissioners. Upon each successive anniversary date, an officer shall be eligible for a merit pay step increase in accordance with the following schedule:

SALARY SCHEDULE – NEW PATROL OFFICER							
Base Salary in Effect May 1, 2016							
<i>Step 1</i>	<i>Step 1A</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
65,553	69,683	74,199	77,742	81,791	85,838	89,885	93,932
Base Salary in Effect May 1, 2017							
<i>Step 1</i>	<i>Step 1A</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
66,925	71,425	76,054	79,686	83,836	87,984	92,132	96,280
Base Salary in Effect May 1, 2018							
<i>Step 1</i>	<i>Step 1A</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
68,765	73,389	78,145	81,877	86,141	90,403	94,666	98,928

- (b) The granting or the failure to grant merit pay and/or the amount of said grant or merit pay shall be based upon job performance evaluation and shall be at the discretion of the Village.
- (c) An officer may, upon the recommendation of the Chief of Police and with the approval of the Personnel Director, receive a merit step increase or a portion thereof before an “anniversary date” if it is determined that the officer is performing at a rate higher than normal for the officer’s current pay schedule.
- (d) In the event it is determined by the Personnel Director, based on job performance evaluation, that an officer is performing at an unsatisfactory level, the officer’s merit step may be frozen, or the officer’s annual base salary adjustment as provided for in Section 2.1(a) of this Agreement may be

withheld until such time as the officer's performance reaches a satisfactory level. In the event an officer's merit step is frozen or base salary adjustment withheld, the officer's performance shall be re-evaluated in six (6) months.

- (e) Police officers shall be eligible for the Step 1A salary increase based upon their satisfactory completion, as determined by the Police Chief, of the State Police Academy and Police Department Field Training Program.

2.2 Tour of Duty

- (a) A twenty-eight (28) day tour of duty will be observed by officers in the Association. The tour of duty shall begin on the date designated by the Rules and Regulations of the Police Department.
- (b) Recorded time for hours worked must be rounded to the nearest increment of fifteen (15) minutes.

EXAMPLE

0 - 7 = 0 minutes
8 - 22 = 15 minutes
23 - 30 = 30 minutes

- (c) An officer shall receive ten (10) days notice of any change in duty schedule except when manning conditions would not allow such notice.
- (d) Officers assigned to patrol duties shall work an eight and one-half (8-½) hour work day with a regular duty schedule of six (6) days of duty followed by three (3) days off, as assigned by the Village.
- (e) Because the eight and one-half (8-½) hour work day, 6/3 regular duty schedule for officers assigned to patrol duties results in a thirty nine and two thirds (39-²/₃) hour work week, 2 payback hours per officer every six weeks are required to achieve the 40 hour work week. To achieve the 40 hour work week each officer working the eight and one-half (8-½) hour day, 6/3 work schedule will be required to work one (1) of their regularly scheduled days off per duty cycle (2 days per year). The Deputy Chief shall schedule the days off with input from the Association. The final decision regarding the scheduling of the time to be worked will be made by the Chief of Police.
- (f) Whenever a change in the tour of duty or regular duty schedule is contemplated which affects the majority of the patrol officers, the Association will be allowed input into the scheduling process. Final decision regarding the implementation of any tour of duty or scheduling changes agreed to under this section 2.2 (f) will be made by the Chief of Police, with the concurrence of the Village Manager. If an agreement cannot be reached with the Association, tour of duty or scheduling changes will not be made, and the issue will be subject to negotiation in the following collective bargaining agreement.

2.2 A. Shift Assignments

- (a) Officers assigned to patrol duties shall be assigned to work one of three (3) daily shifts: either the Day Shift, Afternoon Shift or the Midnight Shift.
- (b) Officers will be assigned to these shifts based upon the seniority selection process as set forth in The General Orders of the Wheeling Police Department, as from time to time amended with due cause.
- (c) Barring special patrol shift needs, extraordinary situations or exigent circumstances, seniority shall prevail in the selection process for patrol shift assignment. Nothing set forth herein, however, precludes management's rights to assign personnel necessary to efficiently and effectively carry out the department's mission.
- (d) The shift selection process will be conducted for a period of one (1) year in advance, divided into two (2) half year Duty Cycles. The first Duty Cycle shall consist of seven (7) Tours of Duty and the second Duty Cycle shall consist of six (6) Tours of Duty.

2.2 B. Work By/Work For - Duty Trade

- (a) A work by/work for is an agreement between two officers to exchange one day's shift assignment whereby each officer's shift schedule is changed to require each officer to work the shift assigned to the other officer.
- (b) Should an officer desire time off from duty on a date when manpower is at the minimum or above, as required by the police department, the officer may request the time off through use of a work by/work for.
- (c) Requests for work by/work for shall be submitted, in writing, on the Request For Time Off Duty form, and signed by each of the officers involved in the work by/work for. Work by/work for will be granted only after review and approval by the specific shift supervisors, the Division Commander and the Deputy Chief.
- (d) An officer may be allowed to use a work by/work for when sufficient manpower availability would otherwise require the officer to utilize holiday or vacation time. If the work by/work for is approved, and the shift is above minimum manpower requirements, the officer will lose the ability to sell back eight (8) hours of holiday time (i.e., if an officer uses one work by/work for, the officer may only sell back up to fifty-two [52] hours of holiday time). This does not apply to same day duty changes which would be approved by the respective shift commanders and the Deputy Chief or his designee.

2.3 Pay Periods

- (a) All officers are paid bi-weekly, for a total of twenty-six (26) pay periods per year.
- (b) Officers separating from employment in the middle of a pay period will be paid for the actual time worked during that pay period, subject to all appropriate deductions, including any advanced sick leave, vacation leave, or other debts owed to the Village.

2.4 Payroll Deductions

Automatic payroll deductions will be made for Federal and State income tax purposes, social security and pension fund contributions. Optional deductions must be approved by the Personnel Director and may include medical insurance, life insurance, and any Village-approved deferred compensation plan or Village approved charity.

2.5 Seniority

- (a) Village Seniority (same as anniversary date in Village policy) shall be the employee's length of service since his most recent date of hire for a full-time position with the Village. If an employee transfers from one full-time position to another position in a different functional unit without loss of work time, the employee shall retain his Village seniority and related benefits.
- (b) Unit seniority shall be based on the employee's most recent date of hire for a full-time position in his current functional unit.
- (c) If the date of hire for two or more employees is the same, seniority shall be based on their standing on the final police officer eligibility roster from which they were hired, or if their standing is equal, seniority shall be determined by the order in which the officers were appointed by the Board of Fire and Police Commissioners.

2.6 Overtime and Additional Direct Compensation

- (a) This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or days of work per week, per month, or per work cycle.
- (b) Holdover: An officer required by his supervisor to work additional time subsequent to his regularly scheduled shift shall receive compensation for the additional time at a rate of one and one-half (1-½) times his regular straight time hourly rate per hour worked. Compensation received hereunder shall be computed to the nearest quarter (¼) hour worked. In the event training or departmental meetings result in a holdover, an officer will be compensated in

accordance with the applicable provisions regarding training or departmental meetings.

- (c) **Call-Back or Call-In:** An officer who has left the premises after working a regularly scheduled shift and is required to return to work shall receive compensation at the rate of one and one-half (1-½) times his regular straight time hourly rate per hour worked, computed to the nearest quarter (¼) hour. A guaranteed minimum of two (2) hours overtime shall be paid for call-back or call-in duty. In the event training or departmental meetings result in a call-back, an officer will be compensated in accordance with the applicable provisions regarding training or departmental meetings. Travel time for purposes of commuting to and from the Police Department for call-in or call-back shall not be considered hours worked.
- (d) **Off-Duty Court Appearances:** An officer who is required to appear in court for service related matters other than during a regularly scheduled shift shall receive compensation at the rate of one and one-half (1-½) times his regular straight time hourly rate per hour worked. A guaranteed minimum of two (2) hours shall be paid for the court appearance. An officer required to appear in court (under the provisions of this section) on a day after having worked the first shift (midnight) shall receive a minimum of three (3) hours. Hours worked shall include a reasonable period of travel time, as determined by the Police Chief, to and from a court location outside the Village of Wheeling, if and only if the officer reports to the Police Department prior to commuting to court.
- (e) **Telephonic Conferences:** An off-duty officer who responds to an official contact by telephone from the Police Department, which contact is authorized by a supervisor and who renders professional work regarding departmental business which requires the officer to apply special knowledge or talents, shall be compensated at one (1) hour of straight time pay unless the officer exceeds one hundred seventy-one (171) hours in a tour of duty. Any telephone conferences which occur after an officer has worked in excess of one hundred seventy-one (171) hours in a tour of duty shall be compensated at the rate of time and one-half. In the event an officer is required to return to work after receiving such call, compensation shall be paid in accordance with the provisions regarding call-back only.
- (f) **Assuming Supervisory Duties:** An officer assigned to the duties of a supervisor while on his scheduled shift will receive one and one-half (1-½) hours of additional pay per day at his regular straight time pay rate.
- (g) **Training:**
 - 1. **On Duty:**

An officer who is required to receive training during his regularly scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive his regular pay.

2. Off Duty:

a. An officer who is required to receive training other than during his regularly scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to one hundred seventy-one (171) hours worked in a tour of duty. In the event any hours are worked beyond the one hundred seventy-one (171) hours or the officer receives in excess of forty (40) hours of off-duty training annually, he shall be compensated for such excess hours at the rate of time and one-half.

b. If the officer is scheduled for midnight shift the day prior to or the day after the training date and the training session lasts eight (8) hours or more, the officer shall receive an additional four (4) hours of compensatory time to be utilized within that tour of duty.

3. Travel shall be permitted and reimbursed in accordance with the Village-wide travel policy then in effect. The Union shall be advised in advance of any changes to the policy being considered and shall be afforded an opportunity for input. If changes are made to the policy, they will apply to the unrepresented employees of the Village. If changes are made that are intended to apply only to members of the Department, the Union shall be entitled to negotiate over such changes. The travel policy in effect at the start of the term of this contract is attached at Appendix A.

4. Travel time to and from training sessions conducted within the six-county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six-county Chicago metropolitan area shall be considered hours worked. In such instance, in lieu of overtime, the officer's schedule shall be adjusted within the tour of duty. If said officer's schedule cannot be adjusted, the officer shall receive a reasonable period of travel time, as determined by the Police Chief.

(h) Departmental Meetings: An officer required to attend a departmental meeting other than during his regularly scheduled shift shall receive compensation at his applicable hourly rate with a minimum of two (2) hours paid. Straight-time shall be paid unless the officer exceeds one hundred seventy-one (171) hours worked in a tour of duty. All time in excess of one hundred seventy-one (171) hours in a tour of duty shall be compensated at the rate of time and one-half. All officers shall receive a minimum of seventy-two (72) hours notice prior to the calling of any departmental meeting, except in the case of emergency. Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.

(i) Compensatory Time: In lieu of overtime pay, an officer may request compensation for overtime with compensatory time off at a rate of one and one-half (1-½) hours off per each hour of overtime worked. Employees may accumulate up to a maximum of forty (40) hours of compensatory time during any contract year (May 1 – April 30). An officer shall be permitted to use accrued compensatory time, within the contract year accrued, within a

reasonable period after it is requested so long as to do so would not, in the sole discretion of the Police Chief, unduly disrupt the operations of the Police Department. All accrued compensatory time not used within the contract year earned shall be paid for at the end of said contract year. Compensatory time shall be used in accordance with the Rules and Regulations of the Wheeling Police Department.

In the event of a pregnancy of an officer or the spouse of an officer, accumulation of up to eighty (80) hours of compensatory time will be allowed for use immediately after the birth or adoption of the child. The compensatory time must be used before any vacation or holiday time. The officer may be asked to verify the pregnancy through a doctor's certification.

- (j) Field Training: Officers assigned as field training officers shall receive one (1) hour of overtime pay for each day actually worked with an officer in training as compensation for one (1) hour of off-duty evaluation as preparation time for the day of field training.
- (k) Corporal Pay: The Chief at his discretion may appoint patrol officers to perform the assignment of Corporal. The designation of Corporal shall be considered an assignment, not a rank. Any patrol officer so appointed shall serve entirely at the pleasure of the Chief. Any patrol officer so appointed shall receive a stipend at the rate of \$350 per month. Effective May 1, 2012, any patrol officer so appointed shall receive a stipend at the rate of \$400 per month. Effective upon the execution date of this Agreement, the Corporal Pay stipend shall be increased to \$500 per month.
- (l) Canine Handler: It is understood that an officer assigned the duty of canine handler will receive additional compensation for the care of his or her canine outside the regular work day. Compensation for such work will be in the form of ½ hour of compensatory time earned every calendar day of the assignment, whether or not the officer is on duty. Compensatory time will be added to the employee's compensatory time bank or will be subtracted from time used on vacations and holidays.

2.7 Pyramiding Prohibited

Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

2.8 Uniform Account System

- (a) The Village shall provide each newly hired officer with uniforms and equipment in accordance with General Orders, as may be amended from time to time.

- (b) Officers shall be eligible to receive the following annual monetary credit for the purpose of purchasing uniforms under a uniform account system referred to in the General Orders, as amended from time to time:

\$595 for patrol police officers, increased to \$750 effective January 1, 2017.

\$620 for investigative and juvenile officers, increased to \$750 effective January 1, 2017.

- (c) During the first fiscal year following being hired, new officers shall receive a uniform allowance on a pro rata basis based upon the officer's anniversary date.
- (d) Officers shall be allowed to carry over to the next fiscal year up to a maximum of two hundred dollars (\$200.00) monetary credit in their uniform account.
- (e) Officers may anticipate the annual monetary credit in order to purchase replacement uniforms with the approval of the Police Chief or his designee.
- (f) Initial uniforms and/or equipment and/or equipment, as needed, shall be provided by the Village for officers assigned to the N.I.P.A.S. E.S.T., N.I.P.A.S. Mobile Field Force, Bike Patrol Unit, Motorcycle Unit and will remain the property of the Village of Wheeling. These expenses will not be deducted from the officer's uniform account.

Other uniforms and/or equipment contained in General Orders of the Wheeling Police Department, as may be amended from time to time, may be authorized for purchase from the Officers Uniform Account by the Chief of Police or his designee.

- (g) All equipment as specified in Wheeling Police Department General Orders, as amended from time to time, and provided by the department shall not be amended or changed without prior consent of both parties to this agreement.

**ARTICLE III
INDIRECT COMPENSATION**

3.1 Holiday Time

- (a) The following shall be paid holidays for all officers covered by this Agreement:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- (b) Since officers covered by this Agreement are required to work recognized Village holidays, each officer shall receive seventy-two (72) hours (nine (9) days) of holiday time to be used each contract year as a substitute for and in place of recognized Village holidays.
- (c) In addition to the holiday time indicated above, any officer hired prior to November 1 will be entitled to twenty-four (24) hours of additional holiday time during that contract year. Officers hired between November 1 and the following January 31 will be entitled to twelve (12) hours of additional holiday time that contract year. Officers hired on or after February 1 will not be entitled to any additional holiday time that contract year. An officer must have at least three (3) months employment with the Village of Wheeling to qualify for twelve (12) hours paid additional holiday time, and an additional three (3) months employment to qualify for the second twelve (12) hours paid additional holiday time.
- (d) Holiday time shall accrue on the basis of the date each recognized holiday is celebrated, and any officer leaving the employment of the Village prior to the end of any contract year shall receive pro-rated holiday time for those recognized Village holidays which have passed.
- (e) Additional holiday time as set forth in section (c) above shall accrue on the first day of the contract year.
- (f) In extraordinary circumstances, officers may anticipate up to sixteen (16) hours holiday time with the approval of the Police Chief and the Personnel Director. Any officer whose employment is terminated before holiday time advanced has been earned shall have the amount of unearned holiday time deducted from his final paycheck.

- (g) Holiday time may be used on an hourly basis, with a minimum of two (2) hours.
- (h) The Village may, at the officer's option, buy back up to sixty (60) straight-time hours of accumulated holiday time during each contract year. All requests for holiday buy-back for the contract year ending April 30 shall be made between March 1 and April 15 of that year. Any holiday time scheduled after April 15 but not able to be used prior to May 1 shall be paid at the end of the contract year provided, however, that total buy back does not exceed a total of sixty (60) hours unless such scheduled holiday is canceled by the Village. Buy back shall be at the rate of pay in effect when the holiday was earned.
- (i) Any officer on a leave of absence without pay shall not accrue holiday time.
- (j) Any officer who works a full eight hour shift on any of the following holidays shall receive four (4) hours of compensatory time: Thanksgiving, Christmas, New Year's Eve (3-11 and 11-7 shifts), July 4 and Labor Day.

3.2 Scheduling of Holidays

- (a) Selection of holidays for all officers shall be made according to division, section, unit and shift assignments. Priority in holiday selection shall be based upon department seniority, or when seniority is equal, standing on the final eligibility roster. Holiday selection shall begin no later than 0800 hours on April 16th of each year and end no later than 0800 hours on May 15.
- (b) Holiday selection shall be accomplished in one (1) round. Each officer may select up to three (3) days of holiday time. Once an officer has selected, the selection moves to the next officer in order, and so on until all officers have made their selections.
- (c) Officers may choose any day for a holiday so long as the manpower scheduled for such division, section, unit or shift will not fall below the minimum manpower as determined by the Village. An officer who has been designated a corporal shall not schedule the same day for a holiday which has been chosen by the sergeant on the same shift. Sergeants shall not be included within the minimum manpower established except within the investigations unit.
- (d) Holiday selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit holiday time on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.3 Vacation

- (a) Officers assigned to shifts of eight and one-half (8½) hour days shall be charged eight (8) hours vacation leave for each work day on vacation leave. Officers shall accrue vacation time on a monthly basis for use in the next contract year. Such vacation time shall accrue as follows:
1. Officers with less than six (6) years of service - at the rate of 6.66 hours per month;
 2. On an officer's six (6) year anniversary date, the officer shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 3. Thereafter, for over six (6) years, but less than twelve (12) years of service - at the rate of ten (10) hours per month;
 4. On an officer's twelve (12) year anniversary date, the officer shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 5. Thereafter, for over twelve (12) years, but less than eighteen (18) years of service - at the rate of 13.31 hours per month;
 6. On the officer's eighteen (18) year anniversary date, the officer shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 7. Thereafter, for over eighteen (18) years of service - at the rate of 16.66 hours per month.
- (b) An officer must be in pay status for at least fifteen (15) calendar days in a month to receive vacation credit for the month. An officer who is not in pay status for at least fifteen (15) calendar days shall accrue no vacation time for the month.
- (c) Officers who terminate their employment prior to one (1) year of continuous service shall not have accrued any vacation time.
- (d) An officer who moves from one (1) position to another in the Village's service, and whose service is continuous or who is transferred or promoted, will be credited with any unused vacation leave.
- (e) Time worked under regular part-time employment over twenty (20) hours per week, not including temporary/seasonal appointments, when followed immediately by regular full-time employment will be included in computing length of continuous service for vacation leave. The officer will be granted vacation leave credit on a percentage basis of hours worked while a regular

part-time officer. Regular part-time employment over twenty (20) hours refers to employees who work less than a normal tour of duty but more than twenty (20) hours per work week and does not include temporary or seasonal employees.

- (f) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury.
- (g) Vacation leave will not be accrued by an officer who is not on regular pay status, i.e., disability leave (other than worker's compensation), paid administrative sick leave, suspension and leave of absence.
- (h) In extraordinary circumstances, an officer may be granted the right to anticipate accrued vacation leave up to five (5) days. Such leave must have the prior approval of the Chief of Police and the Personnel Director.
- (i) If an officer terminates employment with the Village before any vacation leave anticipated has been accrued, the amount of unaccrued vacation leave which was anticipated will be deducted from the final paycheck.
- (j) Sickness of four (4) days or more which occurs during an officer's scheduled leave will be considered "sick leave" and not vacation. In order to be eligible for this provision, an officer must submit a doctor's certificate and receive approval from the Personnel Director.
- (k) If a death in the immediate family occurs during an officer's scheduled vacation leave, it will be considered "leave for death in the family" consistent with Section 3.12 (c), and not vacation leave. In order to be eligible for this provision, the officer must submit proof of death and receive approval from the Personnel Director.
- (l) Transfer of vacation from one (1) contract year to another shall be allowed only with the approval of the Personnel Director for good cause shown. Under no circumstance will more than twelve (12) working days be allowed to transfer from one contract year to another.
- (m) The scheduling of vacation shall coincide with the contract year and be subject to Section 3.4 below and the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department.

3.4 Scheduling of Vacation

- (a) Selection of vacation for all officers shall be made according to division, section, unit and shift assignments, except that officers will select vacation only after sergeants have completed their vacation selection. Priority in vacation selection shall be based upon department seniority as a sworn officer, or when seniority is equal, standing on the final eligibility roster. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.

- (b) All officers shall select any vacation accrued pursuant to section 3.3 in accordance with the following provisions. Vacation selection shall be accomplished in two (2) rounds. In round one (1), each officer shall select accrued vacation in weekly blocks (forty-eight (48) hours for patrol officers, forty (40) hours for investigating officers), of up to three (3) weeks. However, a maximum of two (2) weeks vacation may be scheduled in prime time (June 1 to September 15 and December 15 to January 1). Once an officer has made a selection, the selection moves to the next officer in order, and so on. In round two (2) the officer may choose a vacation block of less than forty-eight (48) hours, but only for one (1) occasion. Any accrued vacation not scheduled during the selection process shall be used only when an individual shift is not at the established minimum manpower requirements. An officer may make one (1) choice of less than a forty-eight (48) hour block in any combination of remaining vacation time.
- (c) Officers may choose any day for vacation so long as the manpower scheduled for such division, section, unit or shift will not fall below minimum manpower as determined by the Village. An officer who has been designated as a corporal shall not schedule the same day for vacation which has been chosen by the sergeant on the same shift. Sergeants shall not be included within the minimum manpower established except within the investigations unit.
- (d) Vacation selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) All officers shall schedule any remaining accrued vacation by November 1. The Village shall schedule any remaining accrued vacation for officers failing to schedule remaining vacation by November 1.
- (f) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit vacation on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.5 Sick Leave

- (a) All officers shall accrue sick leave benefits with pay. Sick leave will be accrued at eight (8) hours per month. Officers assigned to shifts of eight and one-half (8½) hour days shall be charged eight (8) hours sick leave for each work day on sick leave. Sick leave may be accumulated up to an unlimited amount. Sick leave shall not be anticipated. If an officer is separated from employment for any reason, any accrued sick leave shall be forfeited.
- (b) An officer who is in pay status for at least fifteen (15) calendar days during the month will accrue sick time credit for the month. An officer who is not in pay status for at least fifteen (15) calendar days will accrue no sick time credit for the month. New officers shall accrue their first sick time after working thirty (30) calendar days.

- (c) Authorized sick leave shall be utilized only for an officer's absence due to illness or non-service related injury and for an injury or illness of an immediate member of his/her family. For purposes of this policy immediate family is defined as spouse, parent, as well as any child or step child under the age of eighteen (18). Sick leave shall not be used for absences for routine dental, optical, or medical appointments.
- (d) In the event an officer is unable to report to work due to an illness or emergency, he must inform his supervisor by the time designated in accordance with Department rules. Failure to do so for each day of absence, or at agreed upon intervals in the case of extended illness, shall result in loss of pay for those days absent.
- (e) Failure to notify the supervisor and the Chief of Police for three (3) consecutive days may result in termination in accordance with the Rules and Regulations of the Wheeling Police Department.
- (f) Proof of illness or disability in the form of a medical certificate from the attending physician or from the Village's physician may be required at any time, and shall be required for any continuous absence of four (4) days or more, or for each occurrence of one (1) day or more after the use of seventy-two (72) hours sick time or more within a one (1) year period of time. The Personnel Director may waive the mandatory medical certificate provision in situations deemed appropriate.
- (g) Any prolonged illness after fifteen (15) working days will require a medical certificate from the officer's attending physician, and may require a medical certificate from a Village physician prior to returning to work. The Village will assume the expense for the Village physician's examination.
- (h) The Police Chief or Personnel Director may make any appropriate investigation or establish proper administrative controls to prevent the abuse of sick leave. Abuse of sick leave based on false claims of illness or injury or falsification of proof to justify such sick leave will be cause for disciplinary action.
- (i) Sick leave will continue to accrue during time lost from work as a result of service-connected injury or while the officer is on accrued sick leave.
- (j) An officer who moves from one (1) position to another in the Village's service and whose service is continuous or who is transferred, promoted or demoted, will be credited with any unused sick leave accrued in this prior position.
- (k) Time worked under regular part-time employment over twenty (20) hours per week, when followed immediately by regular full-time employment will be included in computing length of continuous service for sick leave, and the officer will be granted sick leave credit for this regular part-time employment.

3.6 Health Insurance

- (a) The Village shall make available to all officers and their dependents comprehensive group health insurance. Except for new employees, officers may choose among existing plans, including at least one PPO and one HMO plan. Until the first open enrollment period after the second anniversary of their employment, new officers may participate only in the HMO plan.
- (b) The Schedule of Benefits for available plans is attached as Appendix B hereto. The maximum lifetime health benefit shall be \$3.0 million per individual, or the lifetime maximum provided by applicable law, whichever is higher. Nothing in this Agreement or Appendix B shall prevent the Village from implementing changes required under federal or state healthcare legislation
- (c) The maximum share of health insurance premium costs an employee shall be required to pay for the Village’s group health insurance programs is as follows:

<u>Village</u>	<u>Employee</u>
88.0%	12.0%

- (d) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year.
- (e) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix B, unless such changes are required under federal or state healthcare legislation.
- (f) Beginning with the July 1, 2016 Health Plan Year, the office visit co-pay shall be increased to \$20, and the prescription drug co-pays of \$10/\$20/\$35 (\$20/\$40/\$70 for mail order) for generic, formulary and non-formulary, respectively, shall be increased to \$10/\$30/\$50 (\$20/\$60/\$100 for mail order) for the HMO Plan. Beginning with the July 1, 2015 Health Plan Year, the emergency room co-pay under the HMO Plan shall be increased to \$75.
- (g) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.

(h) Nothing set forth herein shall prohibit the right of the Village to obtain comparable hospitalization and major medical benefits under a different program or with a different insurance company and/or HMO.

(i) Employees and their dependent(s) shall have the option to maintain health insurance in accordance with the conversion privilege provisions of the employee's selected health insurance program, the option which must be exercised within 90 days of the termination of the expiring health insurance.

3.7 Life Insurance

The Village shall provide a fifty thousand dollar (\$50,000) group term life insurance policy for each officer. The officer shall have the option of purchasing up to \$250,000 of additional coverage, at full cost to the officer.

3.8 Pension and Disability Benefits

All officers may participate in the Wheeling Police Pension Fund established pursuant to Illinois Compiled Statutes, Chapter 108 1/2, Section 3-101 et. seq., and shall be eligible for pension and disability benefits as provided therein.

All officers who participate in the Police Pension Fund shall not be covered by social security. Officers hired after May 1, 1986 shall be required to contribute to the Medicare Fund as required by law.

An officer who suffers a catastrophic injury or is killed in the line of duty shall receive health insurance coverage in accordance with state law.

3.9 Longevity

An officer who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive the sum of six hundred dollars (\$600.00) annually on the January 1 following each anniversary date. Effective May 1, 2010, officers with eighteen (18) through twenty-four (24) continuous years of service shall receive the sum of one thousand dollars (\$1,000) annually, and officers with twenty-five (25) or more years of continuous service shall receive the sum of one thousand three hundred dollars (\$1,300) annually, on the January 1 following the officer's anniversary date. If the officer reaches his/her anniversary date and separates from employment for reason of retirement or disability the longevity payment will be issued within fourteen (14) days of the date following separation. All payments in this section shall be deposited in the employee's VEMA account.

3.10 College Incentive

(a) All officers employed by the Village as of January 1, 1992 who are currently receiving a college incentive benefit for a job-related bachelors degree shall continue to receive fifty dollars (\$50.00) per month as a college incentive benefit. All other college incentive benefits shall be eliminated and no other officers shall be eligible for college incentive benefits.

- (b) Only one (1) degree shall be allowed per officer for purposes of this benefit.

3.11 Tuition Reimbursement

Officers may be eligible for reimbursement of tuition expenses for advanced job-related education course work taken at an accredited college or university in the State of Illinois in accordance with the following conditions:

- (a) Each course shall be clearly job-related or serve as a prerequisite for an approved job related degree; e.g., bachelors of criminology, criminal justice or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.
- (b) The officer must obtain approval, prior to enrollment in each course, by the Personnel Director.
- (c) All course work must be directed towards the completion of the approved job-related degree program.
- (d) The officer must pay for all tuition at the time of enrollment. Upon successful completion of each course, the Village will reimburse the officer for fifty percent (50%) of the approved tuition costs associated with the course up to a maximum total tuition reimbursement per fiscal year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria is met:
 - 1. A grade of “C” or above is received; or
 - 2. A score equivalent to a “C” in a numerical grading system is received; or
 - 3. A “pass” is received in a “pass/fail” grading system.
- (e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.
- (f) Once an officer is approved for any reimbursement for tuition, the officer will no longer receive a college incentive benefit.

3.12 Paid Leave of Absence

Officers shall be granted leaves of absence with pay as follows:

- (a) **Military Leave.** The Village will comply with all applicable Federal and State laws regarding the rights afforded to employees on military leave. These policies governing military leave are incorporated in the Village of Wheeling Personnel Policy Manual.

- (b) Jury Duty. An officer may be granted a leave of absence with pay when called to jury duty for a maximum of three (3) calendar weeks per year.

Officers receiving pay for jury duty may keep said jury pay, provided that the employee must provide a copy of the check to the Finance Department.

- (c) Death in Family. Absence with pay not to exceed three (3) work days will be granted to an officer for the death of husband, wife, children, children's spouses, mother or father. Absence with pay not to exceed two (2) work days will be granted to a regular full-time officer for the death of his sister, brother, sister or brother-in-law, mother or father-in-law, grandparents, or grandchildren of either officer or spouse. Officers who wish to attend a funeral for other than the persons mentioned above may take vacation, holiday, or personal leave for this purpose.

The Personnel Director may require verification of the funeral and the officer's relationship to the deceased.

- (d) Paid Administrative Sick Leave. All officers who have been employed by the Village for four (4) or more continuous years shall be eligible for paid administrative sick leave in accordance with the provisions for off-the-job injury or illness, Section 3.17 herein.

3.13 Unpaid Leave of Absence

- (a) All officers may be granted unpaid leaves of absence in accordance with the Rules and Regulations, general orders, special orders, Policies and Procedures of the Wheeling Police Department.
- (b) Any officer who is granted an unpaid leave of absence may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved leave of absence without pay, with the approval of the Personnel Director. The officer is responsible for paying the full cost of those benefits, including the portion normally paid by the Village.

It shall be the officer's responsibility to arrange with the Finance Department to pay for any benefits which the officer wishes to continue while on an unpaid leave of absence.

- (c) Vacation, holiday and sick leave shall not be accrued during unpaid leaves of absence. Seniority calculations will not include any unpaid leaves of absence. The period of any unpaid leaves of absence will be deducted from an officer's seniority.

3.14 Family Medical Leave Act (FMLA)

Family or medical leave will be granted when requested and approved or designated as such by the Personnel Director, in accordance with applicable federal and state laws. The employee may be required to use all accumulated paid time available (personal, vacation, compensatory time) before the unpaid portion of the family or medical leave begins. An

employee on family or medical leave may retain village medical insurance during the leave in accordance with applicable federal and state laws. (See attached Appendix C.)

3.15 Court Appearances

- (a) Job related - Officers required to appear in court for job related purposes shall be considered on-duty with the Village and shall receive compensation in salary and benefits equal to that associated with the officer's regular duty. Mileage and meal expenses will be reimbursable based on the travel policy established by the Village as contained in Appendix A. Any monies received for court appearances or subpoena fees will be forwarded to the Director of Finance for payment into the general fund of the Village of Wheeling. Under no circumstances may an officer keep subpoena or court appearance fees.
- (b) Non-Job Related - Officers subpoenaed to court for personal affairs or for civil lawsuits unrelated to employment with the Village shall not be compensated in any manner for the time spent in court.

3.16 Worker's Compensation

All officers who are injured in the performance of their duties are entitled to benefits under the Worker's Compensation Act, 820 ILCS 305/1 et seq.

All officers shall be required to comply with the procedural guidelines as set forth in the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department and the Personnel Policy Manual of the Village of Wheeling with respect to on-the-job injuries.

3.17 Off-the-Job Injury or Illness

An officer who is unable to perform the duties of his position due to a non-service connected injury or a major illness shall be considered for restricted duty in accordance with the Rules and Regulations, policies or procedures of the Police Department. If the officer cannot perform restricted duty or if restricted duty is unavailable, the officer shall use all accumulated sick leave. Should said sick leave expire, all accumulated holiday, vacation time, and any additional vacation time which will accrue during that contract year shall be utilized. Should the officer continue to be unable to assume the duties of his position, at the expiration of all sick leave, holiday and vacation time:

- 1. An officer with less than four (4) years of employment shall be considered for temporary disability benefits in accordance with the provisions of his pension plan.
- 2. An officer who has been employed by the Village for four (4) or more continuous years shall be eligible for paid administrative sick leave in accordance with the provisions herein.
 - a. Officers determined to have an injury/illness which is not deemed to be rehabilitative within one (1) year from the date of the first day of absence

shall apply for disability benefits in accordance with the provisions of 40 ILCS 5/3-114.2 (Disability Pension - Not on Duty).

- b. Officers determined to have an injury/illness which has been deemed to be rehabilitative within one (1) year from the date of the first day of absence shall be eligible for administrative sick leave which shall consist of payment of the officer's full salary for a period of up to two (2) months (347 duty hours). Paid administrative sick leave shall be cumulative and all officers shall be entitled to a maximum of two (2) months or three hundred forty-seven (347) hours leave under these provisions during their employment with the Village of Wheeling. To receive paid administrative sick leave, the officer shall provide the Personnel Director with a doctor's affidavit evidencing the officer's inability to perform his duties due to a non-service related injury or illness and that the officer is rehabilitative within one (1) year from the date of the first day of absence. The officer may then be placed in an unpaid leave of absence status for a period of thirty (30) calendar days. After such thirty (30) day period, the officer shall provide a doctor's affidavit of his continued disability. The Village may require the officer to be examined by a Village physician. In the event that the Village's physician and the officer's physician disagree as to the disability of the officer, an independent medical examination shall be conducted at the Village's expense in order to establish whether the officer is eligible under this section, subject to any HIPAA requirements. Upon a determination of the Personnel Director that the officer is unable to perform his duties but is rehabilitative within one (1) year from the first day of absence, the officer shall be placed on paid administrative sick leave for up to two (2) months. If the injury or illness extends into a new contract year, the paid administrative sick leave shall be interrupted and the officer's earned vacation for the new contract year shall be utilized, after which the balance of the paid administrative sick leave shall continue, if necessary. No sick leave, holiday or vacation time will be accumulated while an officer is in the status of paid administrative sick leave. In the event restricted duty becomes available, the officer may, at the discretion of the Village, be taken off paid administrative sick leave.

3.18 Additional Retirement Benefits

In addition to the eligibility to receive pension benefits in accordance with the Rules and Regulations of the Police Pension Fund, officers shall be eligible for the following additional benefits upon retirement. An officer shall be deemed retired when said officer is receiving retirement pension payments from the Wheeling Police Pension Fund:

- (a) Health Insurance Coverage
 1. All officers employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing, shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current officers, provided the

officers pay all premiums for dependent coverage. In order to receive the above mentioned coverage, an officer who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.

2. All officers employed after August 15, 1981, having eight (8) or more years of continuous service, shall be eligible for health insurance benefits upon retirement in good standing, providing the officers pay all policy premiums.

(b) Life Insurance

1. All officers employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to separation shall, upon separation in good standing, continue to receive \$10,000 life insurance coverage until age sixty (60). Upon attaining age sixty (60), the retiree shall have the option of applying for life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy.
2. All officers employed after August 15, 1981, having eight (8) or more years of continuous service shall, upon retirement, have the option of applying for life insurance coverage under the conversion privilege of the Village's group term life insurance policy.

(c) Sick Leave Deferred Payment Account (SLDPA)

Police Officers currently employed or hired as of the date of this agreement may be allowed to utilize the Sick Leave Deferred Payment Account benefit at retirement if eligible in accordance with the provisions set forth herein. Officers currently employed as of September 20, 1999 and individuals employed after the date of this provision may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein.

A Sick Leave Deferred Payment Account (SLDPA) is a method of allowing eligible officer's to utilize a portion of accrued but unused sick time hours towards the payment of the officers portion of the monthly premium of a Village group medical insurance plan, if the officers, upon retirement chooses the conversion privilege of the Village's group medical insurance plan.

In order to be eligible to establish a SLDPA, the officer must:

- a. have retired in good standing; and
- b. have at least twenty (20) years of continuous service with the village immediately prior to retirement; or have at least ten (10) years of continuous service with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and

- c. have been continuously covered for at least twelve (12) months immediately prior to retirement under the Village medical insurance plan and in full compliance with all plan provisions; and
- d. have at least 675 hours of accrued but unused sick time.

For purposes of this provision, an officer shall be deemed to be retired when an officer has attained the current minimum age to receive retirement benefits from his pension fund and is, in fact, receiving a retirement pension from that fund.

In the event of a deferred pensioner, where an officer has retired having accumulated enough creditable service to qualify for a pension but has not attained the required age, the officer is eligible to utilize the SLDPA benefit upon attaining the required age so long as all other requirements as listed above have been satisfied and the officer has continued health insurance under the conversion provision of the Village's health insurance plan from the date of retirement, until attaining all requirements to receive a pension and is in fact receiving a retirement pension from that fund.

The SLDPA shall be calculated by using the officer's final hourly wage multiplied by the number of accrued but unused sick time hours in excess of 675 sick time hours accrued but unused. The maximum number of hours of accrued but unused sick time hours which may be used within the SLDPA is 536 hours. All hours within SLDPA shall be added to the employee's VEMA account.

For example, an eligible officer with 1000 hours of accrued but unused sick time may use 325 hours within the SLDPA. (1000 hours minus 675 minimum hours = 325 hours). An eligible officer with 1500 hours of accrued but unused sick time may use 536 hours within the SLDPA (1500 hours minus 675 minimum hours = 825 hours, however the maximum number of hours which may be used is 536).

If there is a balance in the account at the time of death of the officer and the officer has had dependent health insurance coverage through the Village health insurance plan, the officer's dependent(s) shall have the option to continue to have medical insurance premiums paid through the SLDPA in accordance with Village Policy as stated above. In no event shall there be any cash payout of unused balances from a SLDPA.

3.19 Additional Disability Benefits

In addition to the eligibility to receive disability benefits in accordance with the Rules and Regulations of the Police Pension Fund, officers shall be eligible for the following additional benefits:

- (a) Health Insurance Coverage
 - 1. On-the Job Disability: Any officer having successfully completed his probationary period and who is receiving a disability pension payment from an on-the-job injury shall continue to receive the same health insurance coverage for himself and his dependents provided the officer

pays all premiums for himself and his dependents. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 3.18(a). Notwithstanding the above, an officer deemed to have sustained an on-the-job disability that meets the requirements of the Public Safety Employee Benefits Act (PSEBA) shall receive health insurance coverage pursuant to the provisions of said Act

2. Off-the-Job Disability: Any officer who is receiving a disability pension for an off-the job disability shall be eligible to receive health insurance benefits providing the officer pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 3.18(a).

(b) Life Insurance

1. On-the-Job Disability: Any officer having successfully completed his probationary period, who is receiving disability pension payments from an on-the-job disability shall continue to receive \$10,000 life insurance coverage for himself until age 60. Upon attaining the age of 60, the retiree shall have the option of continuing the \$10,000 life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy. Any probationary officer receiving pension for an on-the-job injury shall be eligible to continue the \$10,000 life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy.

3.20 Section 125 Plan

The Village will offer to employees the opportunity to participate in the Village Section 125 Flex Program on the same terms and conditions applicable to other Village employees, generally.

**ARTICLE IV
EMPLOYMENT, SUSPENSION, TERMINATION**

4.1 General Provisions

All hirings, suspensions and terminations of officers shall be in accordance with the Rules and Regulations, General and Special Orders, Policies and Procedures of the Wheeling Police Department and the Rules and Regulations of the Wheeling Board of Fire and Police Commissioners, except as specifically excepted herein.

4.2 Voluntary Resignation

Officers who voluntarily leave the Village service shall give advance written notice of not less than thirty (30) calendar days. Accrued vacation time, sick time, holiday time or personal time shall not be used during this advance notice period. Failure to comply with this rule shall be entered on the service record of the officer. The department head, with the approval of the Personnel Director, may waive this requirement if, in his judgment, exceptional circumstances warrant such exemption. No demand or request of an officer by any person in authority to sign an undated resignation shall be allowed.

4.3 Reductions in Force

A reduction in force or layoff may occur as a result of the elimination of services, change of work methods, or the reduction in number of personnel. Seniority shall be utilized in determining the order in which officers shall be laid off. Where seniority is equal, merit and skill shall be used to determine the order in which officers shall be laid off.

Prior to a reduction in force, the names and class titles of any and all officers scheduled for layoff shall be submitted to the Personnel Director for review. Officers to be laid off shall be notified in writing at least thirty (30) calendar days prior to the effective date of the layoff.

4.4 Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff an officer, then the officer shall be afforded an opportunity to maintain the medical insurance in effect at the time he or she is laid off by paying the full applicable monthly premium for his or her individual insurance coverage. If an officer opts to maintain his or her medical insurance under this section, then such officer shall be permitted to continue insurance coverage for a period of up to eighteen (18) months from the date of layoff, or as otherwise provided under applicable law governing insurance continuation. Officer rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan.

An officer who is laid off shall be paid for all earned and accrued vacation, holiday and compensatory time available to the officer at the time of layoff.

4.5 Union Representation

The Village recognizes that the Association shall have the right to represent employees to the extent required by law. It is agreed that the Law Enforcement Officers Bill of Rights (50 ILCS 725/1, et seq.) is incorporate herein by reference except to the extent the Act entitles the parties to establish alternative practices and the parties have done so in this Agreement, but alleged violations of the Bill of Rights shall not be grievable.

4.6 Discipline

(a) Due-Cause Meeting

Before certain disciplinary actions are taken, a due-cause meeting may be held at the request of the officer to review the results of the internal investigation and the recommended level of discipline and to insure that the discipline process is being applied in a uniform and equitable manner. This provision shall apply to the following disciplinary actions: suspensions without pay of three or more working days, a second suspension of any length occurring within a six-month period, demotion and discharge. The meeting will be held by a committee designated by the Chief of Police as two or more of the following individuals: the Chief of Police (or designee), a legal representative of the Village, the Deputy Chief of Police, the accused member's commanding officer, or his immediate supervisor.

(b) Predisciplinary Meeting

Before discipline is recommended, a predisciplinary meeting may be held at the request of the officer to provide the accused member an opportunity to present testimony and evidence on his behalf to refute allegations of misconduct or to clarify the member's actions regarding an incident in question. The member may waive the meeting and has the option to have a union representative or attorney present during the meeting.

The meeting will be conducted by the Chief of Police (or designees). Witnesses may be presented by either the Department's representatives or the accused member.

The Chief (or designee) will consider the statements and evidence presented during the meeting. Within five (5) working days of the meeting, the Chief (or designee) will inform the member in writing of the results of the meeting.

A meeting shall not be required when the due-cause committee has determined that the charge(s) or offense(s) are of such a nature as to require immediate action before the Board of Fire and Police Commissioners. Nothing in this provision shall limit the authority of the Board of Fire and Police Commissioners pursuant to the provisions of the Illinois Municipal Code and the Wheeling Municipal Code.

(c) Irrevocable Election of Disciplinary Procedure

Upon receipt of service of charges for an unpaid suspension of more than five days, demotion or discharge, the employee may elect to have the disciplinary hearing heard by the Board of Fire and Police Commissioners or the employee may have the disciplinary hearing through the grievance and arbitration proceeding set out in Article VI of this Agreement. The employee shall notify the Village of his election, in writing, within seven (7) calendar days of the service on the employee of the charges. The written statement shall be signed by the employee and shall state that the employee waives any rights that he or she would otherwise have to a hearing before the Board of Fire and Police Commissioners. The options to proceed to a hearing or appeal before the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive, and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and no relief shall be available under the Board of Fire and Police Commissioners procedures with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article VI of this agreement.

(d) Board of Fire and Police Commissioner Option

If the employee elects to have the hearing or appeal heard before the Board of Fire and Police Commissioners, the procedure will be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners.

(e) Grievance and Arbitration Option

If the employee notifies the Village of the employee's decision to have the appeal heard through the grievance and arbitration option, the grievance shall be filed at the arbitration step (Article VI, Section F) of this Agreement. The Police Chief shall withdraw any charges on file with the Board of Fire and Police Commissioners and shall file a copy of the written election under paragraph (c) above along with the employee's motion to withdraw the charges in deference to arbitration. If the employee elects arbitration, the discipline sought by the Police Chief shall be implemented, i.e., suspension or discharge, subject to review by the Arbitrator under a just cause standard. Any disciplinary grievance filed without the required signed waiver shall be inarbitrable and the arbitrator shall have no jurisdiction to consider it. The arbitrator shall have the authority to uphold the discipline issued, to rescind or modify the discipline, to order reinstatement and back pay, or a portion thereon.

(f) Suspension Without Pay

The Board of Fire and Police Commissioners shall have the authority to suspend an employee with or without pay against whom charges have been filed pending a hearing upon a showing of compelling justification, subject to observance of the employee's rights to due process of law.

ARTICLE V
PERFORMANCE EVALUATIONS

5.1 Objective

- (a) A formalized program for evaluating the work performance of all officers in the Village's service shall be maintained. The Personnel Director, in cooperation with the Police Chief, will administer a system of rating officers' performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of officers and faithfulness to their duties, and other characteristics which measure the value of the officer.
- (b) The purpose of these evaluations is to enable officers and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the Village. The job performance evaluation will be discussed with the officer involved. The officer will have the space provided and the right to comment on the rating. The officer as well as all individuals involved in the rating process will be required to sign and date the form. A copy will be forwarded to the officer.
- (c) Performance evaluation may also be used in determining dismissal; as a basis for salary increases or decreases; as a factor in determining order of layoff; as a basis for training, promotions and demotions, and transfers.
- (d) When major revisions are made to the performance evaluation, the association will be allowed input. All final changes to the performance evaluation shall be made at the discretion of the Personnel Director.

5.2 Procedure

- (a) The Police Chief, or his designee, shall prepare on forms prescribed by the police department, records of the performance of each officer. Job performance evaluations shall be conducted at the dates set by the Police Department Field Training Officer Program for probationary officers, and annually on dates set by the Rules and Regulations, general orders or procedures of the Police Department for officers who have successfully completed their probationary period.
- (b) The Personnel Director may make exceptions to the performance evaluation procedure where appropriate.

ARTICLE VI GRIEVANCES

6.1 Definition

The term “grievance,” as used herein, means a claim by an officer or group of officers that the Village has violated a specific provision of this Agreement.

6.2 Procedure

All grievances shall be settled in accordance with the following procedure:

- (a) Pre-grievance interview – Immediate Supervisor: An officer shall request a pre-grievance interview with his immediate supervisor within ten (10) calendar days of the incident at which time the situation will be discussed for the purpose of determining whether a successful resolution is possible before a grievance is filed.
- (b) Step 1 - Division Commander: In the event that the issue cannot be resolved by the immediate supervisor, the officer shall submit his grievance in writing within seven (7) calendar days of the pre-grievance interview, to the division commander. The division commander shall issue a written decision within seven (7) calendar days of receipt of the written grievance.
- (c) Step 2 – Chief of Police: The officer may appeal the decision of the division commander to the Chief of Police within seven (7) calendar days from receipt of the Step 1 response. The officer must submit the grievance in writing to the Chief of Police. The Chief of Police shall meet with the supervisor and officer within seven (7) calendar days of receipt of the written grievance at Step 2, and shall issue a written decision within seven (7) calendar days of the Step 2 grievance meeting.
- (d) Step 3 – Village Manager: The officer may appeal the decision of the Chief of Police to the Village Manager within seven (7) calendar days from receipt of the Step 2 response on a form provided by the Village. The Village Manager, or his designee, will promptly schedule a meeting with the officer and/or his representative and give a written answer within seven (7) calendar days following the meeting.
- (e) Step 4 - Arbitration: If the grievance is not settled in accordance with the foregoing procedures, the officer may appeal the grievance to binding arbitration, in writing, within seven (7) calendar days of receipt of the Step 3 response. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) calendar days of receipt of the list of arbitrators, the parties shall alternately strike three (3) names each, with the officer striking

first, until one (1) name alone remains. The person whose name remains shall be the arbitrator.

The arbitrator shall be notified of his selection by a joint letter from the Village and the officer requesting that he set a time and place for hearing, subject to the availability of the Village and the officer. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the Village or its designated management as provided for in Article I, Section 1.3. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be divided equally by both parties. This grievance procedure shall provide the exclusive means available to officers covered by this Agreement to air and adjust grievances or disputes with the Village over matters covered by this Agreement.

- (f) No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the officer may immediately appeal to the next step or forego further processing of the grievance.
- (g) The Village shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violations thereof.

**ARTICLE VII
DUES AND CREDIT UNION DEDUCTION**

7.1 Dues Deduction

Upon receipt of a signed authorization from an officer as set forth in the form attached to this Agreement, Appendix E the regular monthly dues (uniform in dollar amount) of the Association shall be deducted from such officer's pay. The financial officer of the Association shall notify the Village of Wheeling Finance and Administrative Services Director (with a copy to the Personnel Director) by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the first and second pay day of each month and shall be remitted promptly to the financial officer of the Association.

7.2 Credit Union Deduction

Upon receipt of a signed authorization from an officer on the form set forth by the Village of Wheeling and attached to this Agreement, the Village will deduct an amount of money each pay period as determined by the signed authorization on file with the Village Finance Department and will remit said monies promptly to any Village authorized credit union.

7.3 Fair Share

This clause shall not apply to bargaining unit employees who were not dues paying members of the CCPA on the date this Agreement was executed, but shall apply to all other bargaining unit employees.

During the term of this Agreement, employees who do not choose to become dues paying members of the CCPA shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the CCPA for collective bargaining and contract administration services rendered by the CCPA as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the CCPA. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the CCPA. The CCPA shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the CCPA and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The CCPA agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the CCPA agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the CCPA with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the CCPA. If the affected non-member and the CCPA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

7.4 Indemnification

The Association shall indemnify, hold harmless, and pay for the defense of the Village, its officers, agents, and employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Village or any officer, agent, or employee of the Village for the purpose of complying with the provisions of this Article.

ARTICLE VIII SOLICITATION POLICY

8.1 No Solicitation Provisions

- (a) **Officer Solicitation.** Solicitations by officers seeking payments, contributions, memberships, signatures, funds and other similar solicitations or the distribution of non work related literature by officers will not be permitted during the working time of any officer involved in the solicitation and/or distribution. Solicitation or distribution by officers on non-working time in a manner that disturbs other officers performing work or is otherwise disruptive of the performance of the Village's work will not be permitted. Distribution of non work related literature by officers will not be permitted in working areas any time.
- (b) **Non-Employee Solicitation.** Solicitation or distribution by non-employees will not be permitted during the working time of an officer receiving the solicitation or distribution; at any time in areas not open to the public or in public areas where such activity is inconsistent with the intended and normal use of the area; or in a manner which disturbs officers who are working.

8.2 Use of Bulletin Boards

The posting of non work-related materials or literature on Village of Wheeling bulletin boards used for Village of Wheeling business is prohibited. The Village shall provide an area to the Association where the Association may locate a bulletin board of not more than twelve (12) square feet for the posting of Association information. No material other than Association business shall be permitted.

8.3 Working Time - Definition

“Working time,” for purposes of this Article, does not include break time, lunch periods, or other periods where officers are not required to be performing their job functions. Working time does include the times when officers are required to be engaged in work tasks and covers both the officer engaged in solicitation or distribution of literature and the officer to whom the solicitation or distribution is directed.

ARTICLE IX WORK INTERRUPTION

During the period of this Agreement, the Association, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an officer take part in any work interruption, slow down, stoppage of work including mass sick calls, boycott, picketing or other interruption of or interference with the operation of Village of Wheeling properties.

Failure or refusal on the part of an officer to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Village, and the Village shall have the right to take such disciplinary action in addition to all other rights and remedies which the Village may have or to which it is entitled, both at law and in equity.

The Village will not lock out any officers during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE X USE OF PUBLIC PROPERTY

10.1 Vehicles, Equipment, Materials or Property

No officer shall request or permit the use of Village-owned vehicles, equipment, materials, or property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as Village policy for the use of such officer in the conduct of Village business.

10.2 Telephone

Departmental telephone equipment may not be used indiscriminately for the transmission of private messages. Long distance calls may only be made in accordance with Departmental procedures.

**ARTICLE XI
ETHICS CODE**

All officers shall be bound by the Village of Wheeling's Ethics Ordinance, Title 2, Chapter 2.06, of the Wheeling Municipal Code. (Attached as Appendix D)

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

12.1 Discrimination

In accordance with applicable legislation, neither the Village nor the Association shall discriminate against any employee in a manner prohibited by law because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, handicap or disability, military status, unfavorable discharge from military service, or any other characteristic that is currently protected by applicable law. All officers are required to report to the Personnel Director via the chain of command, in writing, any knowledge of such discrimination. All evidence of such discrimination brought to the attention of the Personnel Director will result in an immediate investigation. Neither the Village nor the Association shall interfere with the right of an officer to become or not become a member of the Association and shall not discriminate against any such officer because of Association membership or non-membership activity or status.

12.2 Operational Area

Police Department personnel may function within the Village of Wheeling and within other jurisdictions of the state while in the performance of actual police duties and outside the State of Illinois when assigned by the Chief of Police or his designee.

12.3 Secondary Employment

- (a) Secondary Employment in General - All secondary employment including off duty employment and extra duty employment shall be governed by and subject to the policies and procedures of Wheeling Police Department General Orders, as may be amended from time to time.
- (b) Scheduling of Authorized Extra Duty Employment - Extra duty employment shall be distributed on a voluntary basis using an Extra Duty Employment List based on seniority. Extra duty assignments are only available to Patrol Officers and Sergeants. A card file, initially set up based on seniority, will be maintained by the Commander of Patrol. If no one volunteers through this process, then the Chief of Police or his designee shall have the right to assign the Extra Duty based on reverse seniority.

Upon availability of extra duty employment, the Commander or his designee, will proceed as follows:

1. The officer whose name appears at the front of the card file will be contacted and offered said extra duty employment. Noted will be date, time, response and detail offered.

2. If said extra duty employment is accepted or refused, the officer's card will be placed at the back of the card file.
3. If the officer is not available due to scheduled duty, vacation, holiday or no contact was made, his card will remain at the front of the card file. The next officer in line will then be contacted using the same above procedure. If extra duty employment is offered to an officer with less than twenty four (24) hours notification and he is unable to accept due to prior engagements, his card will remain in the front of the card file until the next extra duty employment is offered.
4. If an officer is scheduled for vacation or a holiday, he will not be notified of any extra duty employment for that time period unless he has notified the Commander of Patrol in writing of his availability. No officer off on sick time will be allowed to work extra duty employment.

Extra duty employment will be offered at two (2) rates unless otherwise mutually agreed upon with the chief of Police and the Association. Rate #1) Extra duty employment where enforcement action is the primary consideration i.e., Familyfest/Labor Strikes, will be contracted out at overtime pay at the top patrol officer's hourly pay rate with a three (3) hour minimum. Rate #2) Extra duty employment considered to be primarily non-enforcement type action, i.e., Traffic Direction/General Security, will be done at the top patrol officer's hourly pay rate with a two (2) hour minimum.

12.4 Lunch Period

When and if time permits, an officer will be allowed one forty-five (45) minute lunch break and one fifteen (15) minute coffee break per scheduled shift. Scheduling of lunch breaks shall be in accordance with the Rules and Regulations of the Police Department.

12.5 Recitals

The recitals to this Agreement are referred to and incorporated herein by reference.

12.6 Savings Clause

If any provision of this Agreement is subsequently declared to be unlawful, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

12.7 Gender

References made herein to the masculine or feminine shall each apply to the other gender.

12.8 Board of Fire and Police Commissioners

Nothing in this Agreement shall be construed to limit or interfere with the powers, duties and responsibilities of the Village of Wheeling Board of Fire and Police Commissioners.

12.9 Duty Schedules

The duty schedules for officers shall be posted at least ten (10) days prior to the start of such schedules.

12.10 Local Mandates

The parties acknowledge that the Illinois General Assembly may enact legislation providing additional benefits or increases in existing benefits for officers or immediate families of officers other than provided for in this agreement and which may increase costs in the Police Department's budget over those which exist at the time this agreement was executed. In the event such legislation is enacted, the Village may request bargaining regarding the costs and other impact of those additional benefits upon the Village. No such additional benefits shall take effect pending the outcome of any bargaining which has been requested by the Village. The Association may choose not to accept those additional benefits in lieu of bargaining with the Village to the extent provided by law. If agreement cannot be reached during such bargaining, then the impasse resolution procedure provided for under the Rules and Regulations of the Illinois State Labor Relations Board shall be utilized.

12.11 Residency

No employee covered by this agreement shall be required to reside within a particular geographic area as a term or condition of employment.

12.12 Savings for Post-Retirement Medical Costs/VEMA

- (a) The Village shall cooperate with the Union to establish a VEMA Account Plan through the auspices of IPPFA. The Village will pay any start-up fees up to a total of \$1,250. Thereafter, participating employees or the Union will pay any remaining costs.
- (b) The Village agrees to make pre-tax payroll deductions for participants, as provided for in the Plan. The Village will permit variation in deductions between employees and over time for the same employees only as permitted in the then current Plan and by law.
- (c) Employees shall contribute unused sick days to VEMA in accordance with VEMA rules and subject to the following limitations: employees with at least 500 hours of accrued sick leave may contribute 1 sick day; employees with at least 750 hours of accrued sick leave may contribute 2 sick days and employees with at least 1,000 hours of accrued sick leave may contribute 3 sick days. The level of accrued sick leave will be determined as of May 1 for contributions in that contract year. The amount contributed will be 100%

of the pay the employee would receive for the sick day the year it is contributed.

- (d) Any sick days contributed to the VEMA plan will not count as banked hours for purposes of the SLDPA or any other purpose.
- (e) Upon retirement, the participant shall convert the SLDPA balance into VEMA in accordance with VEMA rules.
- (f) The Village shall have no further responsibility for the operation of the VEMA Plan and is not a guarantor of its benefits to individual employees. The Union and the VEMA Fund agree to indemnify and hold the Village harmless for any claims, taxes, withholding, penalties or other amounts relating to the VEMA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

VILLAGE OF WHEELING

COMBINED COUNTIES
POLICE ASSOCIATION,
WHEELING CHAPTER

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

By: _____

By: _____

Side Letter of Agreement between the Village of Wheeling and CCPA, Wheeling
Chapter – Police Officers concerning a Fitness Incentive Program

The parties agree that sworn Police Officers may participate in the Fitness Incentive Program identified in S.O.P.M - 3, as may be changed from time to time provided that the Union is afforded an opportunity to have input concerning any contemplated changes.

For the Village:



6/2/14

Date

For the CCPA:



5/12/14

Date

SIDE LETTER OF AGREEMENT

Retired officers who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

Retired officers who have retired after August 7, 1995, were hired prior to August 15, 1981, and are being provided health insurance benefits through the Village may receive Single + 1 or Family coverage provided the retiree pays all premiums for dependant coverage and the retiree pays the same rate for single coverage as active employees.

The parties agree that neither this side letter nor the matters contained herein shall be used in any future negotiations or in any arbitration proceeding as evidence of a negotiated precedent or a past practice.

Agreed to this 13th day of December, 2004.

FOR THE ASSOCIATION:



FOR THE VILLAGE:



Side Letter of Agreement

The Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, enter into this agreement, which shall apply to all active employees and retired bargaining unit members, having retired in good standing, employed on or before August 15, 1981.

The parties agree that when a retiree becomes Medicare eligible, the retiree shall apply for same and when the spouse becomes Medicare eligible, the spouse shall apply for same. If the retiree and spouse are covered by the Village's group health insurance program when the retiree becomes Medicare eligible and the spouse is not Medicare eligible, the retiree shall choose one of the following two options with respect to the premium he or she pays for his or her spouse's coverage.

The retiree may either (1) continue for as long as the retiree and spouse participate in the Village's group health program to pay, for their spouse's coverage, the difference between the rate paid by active employees for Single coverage and the rate paid by active employees for Single & One Dependant coverage (see attached sheets for illustration), or (2) pay for their spouse's coverage the difference between the rate paid by Medicare eligible active employees for Medicare Single coverage and the rate paid for Medicare eligible active employees for Medicare Single/Active Single coverage (see attached sheets for illustration), until the spouse becomes Medicare eligible, and then pay the lower Medicare Single rate.

At least 120 days but no greater than 180 days prior to the retiree becoming Medicare eligible, the Village will notify the retiree of the above plan options. At least 45 days prior to becoming Medicare eligible, the retiree shall make an irrevocable election (between option 1 and option 2) and notify the Village in writing of same. Failure of the retiree to make a timely election shall result in the Village making the election.

The Village will notify the retiree by certified mail, return receipt requested, to the last mailing address provided by the employee. It shall be the obligation and responsibility of the retiree to provide the Village with his or her last mailing address.

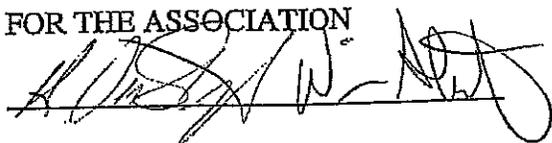
In addition, if the retiree is required to pay a portion of the Village's group health program premium for his or her own coverage, the retiree's share of the premium shall be based on the rate paid by active employees for Single coverage if he or she is not Medicare eligible, or the Medicare Single rate if he or she is Medicare eligible.

If the retiree is not Medicare eligible and dies before his or her spouse, the spouse may elect to continue coverage with the Village's group health program if mandated by State or Federal law. The rate the spouse pays shall be based on the rate paid by active employees for Single coverage. When Medicare eligible, the spouse will pay the Medicare single premium; however, if the retired employee was Medicare eligible and was participating in option 1, then the spouse shall continue with that plan as outlined above.

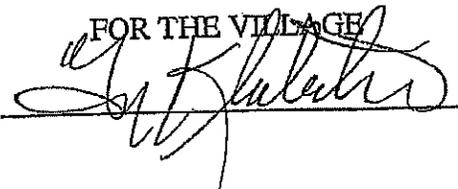
This agreement shall become effective upon its execution.

Agreed to this 13 day of December, 2004.

FOR THE ASSOCIATION



FOR THE VILLAGE



SIDE LETTER ILLUSTRATION OF HEALTH COSTS

COVERAGE	2004-2005 RATES*
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HMO - All Employees

Single	\$324.56
Single & One Dept.	\$675.64
Family	\$1,077.58
Medicare Single	\$276.94
Medicare Single + 1	\$553.60

PPO - PW Union & Non Union Employees

Single	\$655.16
Single & One Dept.	\$1,025.22
Family	\$1,228.25
Medicare Single	\$297.34
Medicare Single/Active Sing	\$925.18
Medicare Family	\$567.33

PPO - Police Union

Single	\$638.43
Single & One Dept.	\$997.39
Family	\$1,194.33
Medicare Single	\$291.35
Medicare Single/Active Sing	\$900.35
Medicare Family	\$553.24

PPO - Fire Union

Single	\$657.27
Single & One Dept.	\$1,027.33
Family	\$1,230.36
Medicare Single	\$299.45
Medicare Single/Active Sing	\$927.29
Medicare Family	\$569.44

***NOTE: THESE RATES WILL CHANGE EACH HEALTH INSURANCE PLAN YEAR.**

ILLUSTRATION OF PLAN OPTIONS

The following formula illustrates how the two (2) plan options will be implemented **once the retiree reaches Medicare age**. To determine the monthly cost to cover his/her spouse under the Village's medical plan, the retiree need only apply the formula (below) for the option they have chosen. It should be noted that the monthly cost to the retiree will change as premiums increase or decrease July 1st of each plan year. The Village will provide the new insurance rates to the retiree by July of each plan year.

OPTION #1:

PPO & HMO PLANS

Subtract the Single Premium from the Single & One Dependent Premium:

	Single & One Dependent Premium
(minus)	<u>Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse.

OPTION #2:

PPO PLAN

Subtract the Medicare Single Premium from the Medicare Single/Active Single Premium:

	Medicare Single/Active Single Premium
(minus)	<u>Medicare Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

HMO PLAN

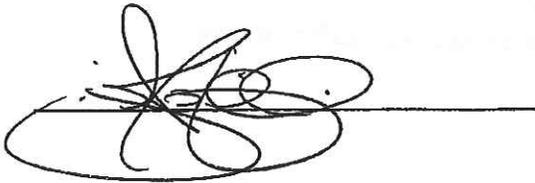
Subtract the Medicare Single Premium from the Single & One Dependent Premium:

	Single & One Dependent Premium
(minus)	<u>Medicare Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

**Side Letter of Agreement between the Village of Wheeling and CCPA, Wheeling
Chapter – Police Officers concerning FLSA 7(g)(2)**

Provided an employee has signed an FLSA Section 7(g)(2) agreement in the format attached to this side letter of agreement, an employee may, at the employer's discretion, perform Police Radio Operator work outside of his/her regularly scheduled hours of work, with such assignments or functions to be paid at a separate rate. Such work shall be paid at the overtime rate applied to Step 7 of the wage scale for Communications Personnel. This agreement shall not apply in instances where the employee is assigned to perform the duties of a Police Radio Operator pursuant to a light duty assignment. In those instances, the employee will be paid at the appropriate rates applicable for his or her Police Officer position.

For the Village:



Nov. 20, 2012

Date

For the CCPA:



11/9/12

Date 11/20/12

11/20/12

Section 7(g)(2) Agreement

I agree and understand that for all straight time hours in my regular job as Police Officer, I will be paid \$ _____ per hour, and I will be paid 1½ times that rate or \$ _____ per hour for all overtime hours worked in that regular job. I also agree and understand that for all hours worked in any secondary job as a Police Radio Operator, I will be paid the overtime rate of \$49.04 per hour, which is 1½ times the straight time rate of \$32.69 per hour, for all hours worked in that secondary job. This agreement shall not apply in instances where I am assigned to perform the duties of a Police Radio Operator pursuant to a light duty assignment. In those instances, I will be paid at the appropriate rates applicable for my Police Officer position.

Signature

Dated: _____



TRAVEL POLICY

Revised 1/1/2010

Travel can play an important role in the Village's efforts to provide superior and responsive governmental services to the residents of Wheeling. When conducting business on behalf of the Village, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses.

Control of travel authorization is the responsibility of each department head. Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Approval of travel expense forms is more than a formality. It indicates that expenses submitted have been reviewed and have been found to comply with Village regulations regarding travel and authorized business expenses.

All Village personnel traveling or incurring business expenses on behalf of the Village, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under Village control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

1. Travel Authorization

It is Village policy that all travel requiring an overnight stay must be approved in advance by the employee's Department Head, the Director of Finance & Administrative Services and Village Manager. This applies to all travel of this nature even in instances where the travel has been budgeted or a travel advance is not requested. Requests for travel authorization shall be submitted using the Village's travel authorization form (see Exhibit 1.)

2. Travel Arrangements

To reduce travel costs, Village employees are encouraged to seek the assistance of a travel agent or an Internet website when purchasing air travel and reserving cars and hotel rooms. Whenever possible, travel should be arranged using the least expensive

means possible. Employees should use good judgment when determining logical routes for arriving at the intended destination.

3. Air Travel

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In general, lowest available fare is defined as the least costly fare available at the time of ticketing, and may include one stopover or connecting flight. (This is not intended to limit travelers who may wish to arrange airfare using more than one stopover or connecting flight as savings and time permits.) In order to take advantage of available discounted fares, travelers are requested to make reasonable adjustments in their travel plans.

Employees should make air travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised.

All air travel at Village expense must be by coach.

4. Ground Transportation

It is expected that employees use the most effective ground transportation available, considering cost, time, availability and scheduling.

The cost of public transportation, including tips, is reimbursable with a receipt unless one cannot be obtained.

a. Village Owned Vehicles

Village owned vehicles shall be used to travel to destinations of up to 200 miles from Wheeling, unless another form of travel is less expensive or more practical. Special approval for longer trips may be granted by the Director of Finance & Administrative Services if there will be more than one employee making the trip or for some other practical reason.

b. Taxi and Airport Transportation

Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis may be used as necessary taking into consideration the cost of other means of transportation. A receipt is required for reimbursement of these expenses.

c. Rental Passenger Automobiles

Rental automobiles may be used as necessary but must be approved in advance by the Department Head, Director of Finance & Administrative Services and

Village Manager. Receipts are required for reimbursement of all expenses related to rental automobile use. Arrangements for rental automobiles should be made through a travel agent or Internet website whenever possible.

d. Personal Vehicles

Expenses of travel by automobile are reimbursable at the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare.

Employees using personal vehicles on Village business must have adequate automobile insurance in compliance with State law.

5. Meals

Travel Requiring An Overnight Stay:

Employees engaged in travel necessitating an overnight stay will receive a per diem meal allowance. The per diem amount shall be equal to the Internal Revenue Service's Standard Meal Allowance rate (updated every October) for Chicago, Illinois (regardless of the city to which the employee travels). The applicable rate shall be the rate in effect at the time of travel (e.g. \$66 per day as of October 2009). The per diem amount shall include tax and tip. Receipts for meals are *not* required. Any costs exceeding the per diem amount are the responsibility of the employee. Employees are not required to reimburse the village for per diem funds not spent unless the trip is shorter than originally anticipated or canceled altogether.

Note: Employees will receive a pro-rated per diem stipend for partial days traveled. For example, an employee returning from a trip in the morning following breakfast would receive 1/3 of the per diem amount for the day rounded to the nearest dollar.

Attendance at Seminars or Conferences Not Requiring an Overnight Stay:

The per diem meal allowance shall not apply to employees attending seminars and conferences not requiring an overnight stay.

6. Hotels

Employees are expected to use reasonably priced lodging. When making reservations or registering, the employee shall ask for and use the government or corporate rate. Whenever practical, hotels reservations should be made using a travel agent or Internet website. Otherwise, good judgment should be used in selecting hotels which provide comfortable lodging at reasonable prices.

Reimbursement for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If a conference, for example, begins on Sunday

morning and ends Thursday at noon, reimbursement for Saturday night through Wednesday night would be allowed. If an employee chooses to arrive earlier or stay later, the additional lodging and other expenses are his or her personal expense. However, if staying an extra night (e.g. Saturday) will result in an airfare discount in excess of the additional total expenses to be incurred, these expenses will be reimbursable.

7. Telephone Calls (personal and work related)

The Village recognizes that it may be necessary for employees traveling on Village business to check in with the office from time to time. Placing long distance calls using hotel phones is often prohibitively expensive. To avoid these high costs, the Village encourages employees to use their Village assigned cellular phone to place work related calls while on the trip. The cost of personal calls placed from the employee's hotel room shall be the employee's responsibility.

8. Accompaniment by an Immediate Family Member

The Village will not reimburse employees for travel costs of immediate family members traveling with employees on official Village business. If a family member accompanies the employee for personal reasons, only those costs related to the employee's travel will be reimbursed.

9. Combined Business/Personal Travel

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the employee.

10. Non-Allowable Expenses

The Village's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the Village. However, there are specific types of expenses that are considered personal, and are therefore not reimbursable. These include but are not limited to:

- 1) Cleaning, pressing, and laundry;
- 2) Personal entertainment including movies, videos or pay per view services in a hotel room;
- 3) Airline and other trip insurance;
- 4) Beautician, barber, manicurist and shoe shine;
- 5) Repairs on personal automobiles damaged while on company business;
- 6) Traffic violations and court costs;

- 7) Membership fees in airline clubs.
- 8) Alcohol or drugs of any kind.

Unless otherwise addressed by this policy, the Director of Finance & Administrative Services shall have the authority to decide questions regarding whether or not a particular expense is reimbursable.

11. Approved Forms of Payment

The Village prefers that reservations booked through travel agencies be paid by issuing a purchase order to the travel agent. Payment will be made, in accordance with the Village's accounts payable schedule, after a copy of the confirmation statement has been submitted to the Finance Department and payment has been authorized. Payment will not be made unless the Director of Finance & Administrative Services and Village Manager have approved a travel authorization form.

Employees that have Village issued credit cards, or who wish to use a personal credit card, may use one to pay for travel related expenses. However, employees shall still be responsible for obtaining receipts and submitting a completed travel expense report to the Finance Department when the travel has been completed.

12. Advances

Travel advances may be issued to employees to cover travel expenses that cannot be arranged through a travel agent. The advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a completed travel authorization form containing the following information:

- 1) Name, title and department of employee receiving the travel advance;
- 2) Account number to which the expenses will be charged;
- 3) Purpose of the trip;
- 4) Destination;
- 5) Beginning and ending dates of the trip;
- 6) Estimate of all expenses including transportation, lodging, meals, registration and miscellaneous expenses including items paid directly;

Advance requests require the signature of the applicable Department Head, Director of Finance & Administrative Services and Village Manager. Travel advance forms must be completed and submitted to the Accounts Payable Clerk at least two (2) weeks before the date needed. The travel advance form must be filled out regardless of whether or

not a travel advance is necessary. Employees are responsible for ensuring that the completed travel advance form is received by the Finance Department prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within five (5) days after completion of the travel. A travel advance will not be issued if any prior advance is outstanding. Completed travel advance forms are to be forwarded to the Department of Finance & Administrative Services with all receipts attached. Any unused travel advance money must accompany this form.

13. Expense Reporting

The travel expense form (see Exhibit 2) should be filled out in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the statement as possible including the cost of registration, books, meal allowances, hotel, airfare, etc. regardless of whether it was paid directly to a vendor (e.g. registration fees) or by credit card (e.g. hotel bill). Original receipts must be included except when it is impractical to do so or when specifically exempted by this policy (e.g. meals, cost of public transportation, tips, parking meters, etc.). A completed expense report, with a copy of the travel authorization form, shall be submitted to the Finance Department within (5) five days following completion of the trip.

Employees may direct any questions regarding this policy to the Director of Finance & Administrative Services.

APPENDIX B

SCHEDULE OF BENEFITS

Major Medical Coverage

Maximum Lifetime Benefit

Mental Health, Alcoholism and
Chemical Dependency Treatment —

- outpatient, number of visits 45*
- inpatient, number of days 10*

two days of partial hospitalization will
be considered the same as one day of
inpatient hospital confinement

- All Benefits Paid \$3,000,000, or the
amount provided by applicable law, whichever is higher.

Maximum Annual Benefit

Mental Health, Alcoholism and
Chemical Dependency Treatment —

- outpatient, number of visits 25*

Maximum Annual Out-of-Pocket Expense

- Individual \$1,500
- Family \$3,000

Out-of-pocket expense is the plan deductible and percentage of covered expenses that you or your covered dependent pays. If the individual out-of-pocket maximum is reached during a benefit period, the benefit percentage is 100% for covered expenses incurred by that person for the rest of the benefit period. If the family maximum is reached during a benefit period, the benefit percentage is 100% for you and all your covered dependents for the rest of that benefit period. The benefit percentage for outpatient mental health and any unauthorized treatment or services will not apply to the out-of-pocket maximum and will not increase to 100% regardless of satisfying the out-of-pocket maximum.

Benefit Period Calendar Year

Deductible		<u>Eff 1/1/17</u>
- Individual	..... \$400	\$550
- Family	..... \$800	\$1,100
- Accumulation Period	..... 12 months	

SCHEDULE OF BENEFITS

Benefit Percentage	Network	Non-Network
- Hospital Expenses	90%	60%
- Surgery Expenses	90%	60%
- Mental Health, Alcoholism and Chemical Dependency Treatment —		
- inpatient expenses	90%	60%
- outpatient expenses	90%	60%
- All Other Covered Expenses	90%	60%

Prescription Drug Program

Prescription Drug Co-Pay:

\$10.00/\$20.00/\$35.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$40.00/\$70.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay program.

Effective July 1, 2016

Prescription Drug Co-Pay:

\$10.00/\$30.00/\$50.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$60.00/\$100.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay program.

Newborns and Mothers Health Protection Act

Group health plan issuers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from a plan issuer for prescribing a length of stay not in excess of the above. Stays beyond the mandated two day stay after normal vaginal delivery or four day stay after cesarean delivery are subject to the preauthorization requirements of the plan, if any.

Covered Expenses

Covered expenses are limited per benefit period as shown below and subject to deductible and/or benefit percentages, if any.

Extended Care Facility Expenses

- maximum number of days 60*

Hospice Care Expenses

- maximum number of days 26*

All Other Covered Expenses Reasonable and customary charge

Family Wellness Care

- Per Person (Preventative Care/No Deductible/Not Subject to Maximum Out of Pocket) - \$250.00 (Benefit Percentage: 100%)*

Well Child Care

- Per Child (Preventative Care & Immunizations/No Deductible/Not Subject to Maximum Out of Pocket) - \$250 (Benefit Percentage: 100%)*

Vision Care

- Per Person (Preventative Care & Optical Devices/No Deductible/Not Subject to Maximum Out of Pocket) - \$200 (Benefit Percentage: 100%)

Advanced Procedures (Transplants)

Procedures done at an Advanced Procedures DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses 90%

Procedures done at a NON-DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage same as any other surgery

* Limits are as stated or the amount provided by applicable law, whichever is higher.

Nothing in this Agreement or this Appendix B shall prevent the Village from implementing changes required under federal or state healthcare legislation.

EMPLOYEE RIGHTS AND RESPONSIBILITIES APPENDIX C UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week 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.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

APPENDIX D

Chapter 2.06 CODE OF ETHICS*

Sections:

- 2.06.010 Declaration of ethics policy.
- 2.06.020 Definitions.
- 2.06.030 Persons affected.
- 2.06.040 Fair and equal treatment.
- 2.06.050 Conflict of interest in contracts.
- 2.06.060 Preacquisition of interest.
- 2.06.070 Appearances for private interests.
- 2.06.080 Nondisclosure of confidential information.
- 2.06.090 Incompatible service.
- 2.06.100 Solicitation of employment.
- 2.06.110 Later case interest.
- 2.06.120 Common law conflict of interest--Action required.
- 2.06.130 Adoption of the State Gift Ban Act.
- 2.06.140 Political activity.
- 2.06.150 Filing of complaints--Investigation thereof.
- 2.06.155 Action by village attorney.
- 2.06.160 Action by village manager.
- 2.06.170 Complaints.
- 2.06.180 Penalties.
- 2.06.190 Applicability of other laws.

* Prior ordinance history: Ords. 1354, 1472, 1698 and 3441.

2.06.010 Declaration of ethics policy.

It is the policy of the village that its employees and elected and appointed officers shall, in all cases, exercise their judgment and perform their duties for the sole benefit of its citizens. Therefore, all such persons shall avoid accepting or retaining any economic benefits or opportunities which could impair or present an actual threat to the exercise of independent judgment. It is the responsibility of all such persons to maintain the highest standards of ethical behavior by acting with steadfast integrity, unconditional impartiality and a total devotion to the best interests of the village's citizens. Furthermore, all such persons shall endeavor to avoid even the appearance of impropriety.
(Ord. 3722 § A, 2003)

2.06.020 Definitions.

Unless the contrary is stated, or clearly appears from the context, when used in this Chapter, the following words and phrases shall have the meanings indicated:

- (1) "Business entity" means any organization or enterprise operated for profit, including, but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.
- (2) "Gift" means anything of economic value, tangible or intangible, regardless of the form, without adequate and lawful consideration. The term Gift shall include any gratuity, discount, entertainment, hospitality, loan, or forbearance having monetary value.
- (3) "Immediate family" means an individual's spouse, dependent children, others if the interest herein required to be disclosed is constructively controlled by the person required to file a statement of economic interest pursuant to state statutes.
- (4) "Income" means salary, wage, advance, payment, fee, honorarium or any other consideration for personal, professional, or commercial services, rent, dividends, interest, capital gains received from the sale of real or personal property, stocks or bonds, return of capital, forgiveness or payment of indebtedness, discount in the price of anything of value unless the

discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, contribution to an insurance or pension program paid by any person other than an employer. Income also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns directly, indirectly or beneficially, a five percent or greater interest.

(5) "Interest in real property" means and includes, but is not limited to the following: legal or equitable Title, a beneficial interest in any trust (including a land trust), any assignment of any interest from a beneficiary or any other party of an interest, a power to direct conveyance, a right to receive rents or proceeds from the property, a lien, a tax sale certificate, an option, or any other financial interest, real or personal, direct, or indirect, in such property, including status as a nominee or an undisclosed principal.

(6) "Payment" means consideration, distribution, transfer, loan, advance deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.

(7) "Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business, trust company, corporation, association, committee, and any other organization or group of persons acting in concert.

(8) "Public official" means any person holding an office of the village by election or appointment, whether paid or unpaid, including members of any board, committee, or commission thereof.
(Ord. 3722 § A, 2003)

2.06.030 Persons affected.

All of the provisions of this code, except as otherwise indicated, shall apply to elected and appointed officials of the village and to all employees of the village.
(Ord. 3722 § A, 2003)

2.06.040 Fair and equal treatment.

(a) Use of Public Property. No public official shall request or permit the use of village-owned vehicles, equipment, materials, personnel, or property including intellectual property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as village policy for the use of such official in the conduct of official business.

(b) Obligations to Citizens. No public official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is afforded to the public in general.
(Ord. 3722 § A, 2003)

2.06.050 Conflict of interest in contracts.

No elected or appointed officer or employee of the village, whether paid or unpaid, shall have any interest directly or indirectly in any contract, work or business of the village, except as may be permitted under the de minimus exceptions set forth in the following state statutes: 50 ILCS 105/3, 105/3.1 and 105/3.2 and 65 ILCS 5/3.1-55-10. Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10, entitled "Interest in contracts") and Paragraph 105/3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3) are hereby specifically incorporated into this code as and for the village's conflict of interest in contracts provisions.
(Ord. 3722 § A, 2003)

2.06.060 Preacquisition of interest.

No public official or employee shall acquire any interest in, or any interest affected by, any contract, transaction, zoning decision, or other matter at a time when such public official or employee believes or has reason to believe the interest will be directly or indirectly affected by an official act or action of the public official or employee. This provision shall not apply to any interest received through inheritance or under the laws of intestacy.
(Ord. 3722 § A, 2003)

2.06.070 Appearances for private interests.

No public official or employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or minor children, before the village board, or any commission, or committee of the village. However, a member of the president and board of trustees may appear

before village commissions or committees on behalf of his constituents, in general, in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations. No public official or employee shall receive compensation for such appearances. (Ord. 3722 § A, 2003)

2.06.080 Nondisclosure of confidential information.

No public official or employee, with respect to any contract, transaction, zoning decision or other matter which is or may be the subject of an official act or action of the village, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the village or use such information to advance the financial or other private interest of the public official or employee or others. (Ord. 3722 § A, 2003)

2.06.090 Incompatible service.

No public official or employee shall solicit, engage in or accept private employment or render service for private interests when such employment or service is incompatible with the proper discharge of his official acts or actions or would tend to impair his independence of judgment in the performance of his official acts or actions. (Ord. 3722 § A, 2003)

2.06.100 Solicitation of employment.

No public official or employee shall solicit or accept income or employment from any person with which he or his board, commission, committee or department is involved for or on behalf of the village and which he is or may be called upon to take or render an official act or action in his official capacity. (Ord. 3722 § A, 2003)

2.06.110 Later case interest.

No public official or employee shall, after the termination of service or employment with the village, appear before any board, commission, committee or agency of the village in relation to any case, proceeding, application, transaction or contract in which he personally participated during the period of his service or employment or which was under his active consideration. (Ord. 3722 § A, 2003)

2.06.120 Common law conflict of interest--Action required.

A potential common law conflict of interest can arise whenever official action could result in a personal advantage or disadvantage to the interested official, even in circumstances which are not violative of the state conflict of interest statutes. Whenever an official has a common law conflict of interest, such official shall disqualify himself or herself from voting on the matter, shall not take any part, whatsoever, in the discussion of the matter and shall disclose publicly his or her interest which causes the common law conflict of interest. (Ord. 3722 § A, 2003)

2.06.130 State Officials and Employees Ethics Act.

A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the "Act" in this section) are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 ILCS 430/70-5.

B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.

C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.

D. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.

E. For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).

F. The penalties for violations of this section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.

G. This section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

H. Any amendment to the Act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the village.

I. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois Supreme Court.

J. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.
(Ord. 3868 § 1, 2004; Ord. 3722 § A, 2003)

2.06.140 Political activity.

(a) No public official or employee shall offer or promise to take any official act or action on behalf of any candidate or political party.

(b) No appointive public official or employee shall orally, by letter, or otherwise, by use of official authority or influence, solicit or be concerned in soliciting any assessment, subscription or contribution to any political party; nor shall he be a party to such solicitation by others.

(c) No public official or employee shall promise an appointment to any village position as a reward for any political activity.

(d) No public official or employee shall display, cause to be displayed or permit the display of campaign materials, pamphlets, or buttons on village vehicles or on village property.

(e) No public employee shall conduct any campaign or political activity while on duty or while wearing a uniform normally identified with the village.

(f) No public official or employee shall conduct any campaigning or political activity on village property.

(Ord. 3722 § A, 2003)

2.06.150 Filing of complaints--Investigation thereof.

The village clerk is authorized to receive and maintain a log of all complaints made against individuals subject to this Chapter. Complaints alleging a violation of the State Gift Ban Act provisions of Section 2.06.130 of this Chapter shall be filed with the state legislative ethics commission pursuant to Section 2.06.130(3) hereof. All complaints against elected or appointed village officials and the village manager alleging a violation of the conflict of interest provisions of this Chapter shall be submitted to the village attorney for investigation. All complaints against village employees, including department heads, alleging a violation of the conflict interest provisions of this Chapter shall be submitted to the village manager.

(Ord. 3722 § A, 2003)

2.06.155 Action by village attorney.

Upon review of the evidence, the village attorney shall prepare a written report and recommendation for the board of trustees. If the village attorney determines that the complaint is not sustained, he or she shall so state in the recommendation portion of his or her written report. On the other hand, if he or she determines that the complaint is sustained, the report shall include

recommendations for such administrative or legal action as deemed appropriate. The board shall then review the report and recommendations of the village attorney, and, by majority vote including the president, determine what action, if any, is to be taken in accordance with the provisions of this Chapter. If it is a member of the board of trustees who is accused, that member shall not participate in the vote. In the event no violation is found, the village attorney's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. To the extent that it is practical to do so, an elected official should use his or her best efforts to notify, in writing, other elected village officials prior to filing a complaint or charges against any village official.
(Ord. 3722 § A, 2003)

2.06.160 Action by village manager.

Upon review of the evidence, the village manager shall prepare a written report containing his or her findings and conclusions. If the village manager determines that the complaint is not sustained, he or she shall so state in the conclusions portion of his or her written report. On the other hand, if the village manager determines that the complaint is sustained, the report shall include his or her conclusions as to the appropriate disciplinary action to be taken against the employee. The village manager shall have the power to discharge, suspend without pay or demote any employee against whom the village manager sustains the complaint. Any such disciplinary action taken by the village manager pursuant hereto shall be in full compliance with the applicable provisions of the personnel policy manual of the village. In the event no violation is found, the village manager's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. However, the person making the complaint shall be notified in writing by the village manager of his or her decision.
(Ord. 3722 § A, 2003)

2.06.170 Complaints.

Any person who believes that a violation of any portion of this Chapter has occurred may file a complaint with the village clerk pursuant to Section 2.06.150. Each complaint shall be signed by the person filing the complaint and such signature shall constitute a certification that to the best of his or her knowledge, information and belief, the facts contained within the complaint are true. The provisions of this Chapter shall not alter the employment relationship of any employee nor provide any employee with additional rights.
(Ord. 3722 § A, 2003)

2.06.180 Penalties.

Any person subject to the provisions of this Chapter who violates any of its provisions shall be subject to the following sanctions and/or penalties:

- (1) The village board, after review of the village attorney's recommendation and conclusions, may take the appropriate corrective or disciplinary action against any person who is subject to the terms of this Chapter and who is found to have violated the provisions thereof.
 - (2) In appropriate circumstances, the village board may direct that appropriate legal proceedings be commenced for the purpose of removal from office.
 - (3) The village board may recommend a judicial proceeding to be brought, and if the person is found by a court of competent jurisdiction to be guilty of knowingly violating any of the provisions of this Chapter or furnishing false, misleading or incomplete information during the investigation with the intent to mislead, upon conviction thereof shall be punished by a fine of not more than one thousand dollars for any one offense.
 - (4) If a court determines that a complaint filed pursuant to Section 2.06.170 was malicious or frivolous in nature, the court may assess against the complainant reasonable attorney's fees and other litigation costs reasonably incurred by the prevailing party.
- (Ord. 3722 § A, 2003)

2.06.190 Applicability of other laws.

Nothing in this Chapter shall be deemed to in any way restrict the application of any state, local or common law provision with respect to conflict of interest, malfeasance, misfeasance or nonfeasance in office or employment which would otherwise be applicable to any individual

subject to the provisions of this Chapter. The provisions of this Chapter shall be deemed to be additional requirements and shall in no way be construed as a derogation of present statutory penalties and other local remedies for acts prohibited in this Chapter.
(Ord. 3722 § A, 2003)

APPENDIX E

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION
DUES AND ASSESSMENTS

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the CCPA - Wheeling Chapter Patrol Officers and remit said amounts to the Association.

I understand that this checkoff authorization cannot be canceled by me unless I give written notice to the Village and the Association between ninety (90) and Forty-five (45) days prior to the expiration date of the contract.

.....
.....

Print Name

Signature

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.C

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 23, 2016

TITLE OF ITEM SUBMITTED: Resolution Affirming an Agreement between the Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, Communications Personnel/Records Clerks/Community Service Officers/Evidence Property Officer for the Period May 1, 2016 through April 30, 2019

SUBMITTED BY: Michael A. Crotty, Assistant Village Manager/
Director of Human Resources

BASIC DESCRIPTION OF ITEM¹: A resolution approving the provisions of the collective bargaining agreement for the period described above for the non-sworn members of the CCPA, Wheeling Chapter.

BUDGET²:

BIDDING³:

EXHIBIT(S) ATTACHED: Executive Summary memorandum, resolution and contract.

RECOMMENDATION: Staff recommends adoption of the resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Michael A. Crotty, Assistant Village Manager/Director of Human Resources
DATE: May 18, 2016
SUBJECT: Proposed CCPA Agreements

EXECUTIVE SUMMARY

The Village has concluded collective bargaining with the Combined Counties Police Association, Wheeling Chapter, and staff recommends that the Village President and Board of Trustees adopt the requisite resolutions affirming the resulting agreements for the Police Officer, Police Sergeant and Police Non-Sworn Employee bargaining units.

Attached for presentation to the Village President and Board of Trustees are the collective bargaining agreements negotiated with and ratified by the CCPA. The bargaining units ratified the agreements on May 13, 2016, and the following is a listing of changes:

Economic Items:

1. *Term of Agreement:* 3 year contract from May 1, 2016 through April 30, 2019.
2. *Wages (all represented positions except for radio operators):* 2.5% increase effective on May 1, 2016, 2.5% increase effective on May 1, 2017, and 2.75% increase effective on May 1, 2018.
3. *Wages (radio operators):* 1.25% increase effective on May 1, 2016, 2.25% increase effective on May 1, 2017, and 2.50% increase effective on May 1, 2018.
4. *Wages:* Implement a new, lower Step 1 for Patrol Officer, and new, lower Steps 1 and 2 for all non-sworn positions (Radio Operator, CSO, Records Clerk and Property Evidence Officer), thereby increasing the number of years to top step and decreasing starting pay.
5. *Insurance:*
 - a) Effective July 1, 2016, increase the employee contribution to premium from 10% to 12% for both HMO and PPO options.
 - b) Effective July 1, 2016 for the HMO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively; and increase the office visit co-pay from \$10 to \$20.

- c) Effective July 1, 2016 for the PPO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively.
 - d) Effective January 1, 2017, for the PPO option, increase deductibles from \$400/\$800 to \$550/\$1,100 for single/family coverage, respectively.
6. *Uniform Allowance:* Effective January 1, 2017: increase the annual uniform allowance for Patrol Officer/Sergeant, and Detective/Detective Sergeant from \$595 and \$620, respectively, to \$750 across the board; and increase the annual uniform allowance for Radio Operator and CSO from \$375 and \$575 to \$400 and \$600, respectively.
 7. *Corporal Pay:* Increase corporal stipend from \$400 per month to \$500 per month.
 8. *Holiday Time Sell-Back (non-sworn):* Reduce the number of holiday hours that CSOs may sell back at the end of a contract year from 72 to 60, consistent with the sworn contracts.
 9. *SLDPA (radio operators):* Eliminate the SLDPA benefit for all existing and future radio operators, except for one operator who has announced and is due to retire in June of 2016 (this was negotiated along with lower wages for radio operators as an exchange for a new provision on severance in the event that the dispatch center is closed down).
 10. *Effects of Outsourcing (Radio Operators):* In exchange for lower wages and the elimination of SLDPA for radio operators, include new language that establishes benefits to be received by radio operators in the event that the Village decided to no longer provide dispatching services. Primary benefits include payment of 40 hours compensation for each year of completed full time service as a full-time radio operator with a minimum of 120 hours (equivalent to 3 years) and a dollar cap of \$15,000, and reimbursement for up to two months of COBRA insurance premium (payable upon presentation of receipt that the laid off radio operator purchased the insurance). This would not be available to radio operators who are placed with the agency who takes on Wheeling's dispatching role, or to radio operators who are offered and accept any other position with the Village. Finally, the language comes with a waiver of any right to bargain over the impact or effects of any decision the Village makes to contract out, subcontract or privatize this work.
 11. *Overtime and Additional Compensation (Radio Operator):* Include new language that clearly establishes the authority and overtime exemptions under the FLSA upon which the radio operators work their current schedule.

Non-Economic Items:

1. *Secondary Employment (sworn):* No change to contract language which already provides that secondary employment is subject to Police General Order, but agreement that the Village will allow officers to work for other municipal police departments on their off hours in a regular part-time capacity only.
2. *Secondary Employment (sworn):* For extra duty assignments, new language that gives the Police Chief the right to assign Extra Duty (e.g. special detail requested by outside groups) in the event no one volunteers, and that limits Extra Duty assignments only to those in ranks up to Sergeant.
3. *Pre-Disciplinary Meeting (non-sworn):* New language consistent with existing language in the sworn contracts that provides the non-sworn represented employees an opportunity, upon request, to meet with the Chief or his designee before discipline is imposed.
4. *Selection of Vacation (Sergeants):* Clarifying language consistent with existing language in the Patrol Officer contract that Sergeants complete vacation selection before Patrol.
5. *Duty Trades (Radio Operators):* Inclusion of language memorializing the existing practice of duty trades between Radio Operators.

6. *Duty Trades*: Delete an existing requirement that the duty trade must be completed within 28 days from the first trade.
7. *Uniform Account System (Civilian Contract)*: Amend the language to provide that the uniform credit is given at the beginning of the calendar year rather than contract year, consistent with practice and the sworn contracts.
8. *Election of Disciplinary Procedures (sworn contracts)*: Reduction in the amount of time that an employee has to notify the Village whether he chooses to have his discipline due process handled by the BOFPC or an arbitrator from 21 days down to 7 days.
9. *Grievance and Arbitration Option (sworn contracts)*: New language that clearly establishes that if an employee elects arbitration for his due process right, then the discipline sought by the Police Chief is to be implemented at that time.

In addition, there are a couple of provisions that have been revised under the heading of “clean-up” to remain consistent with current law (e.g. deletion of outdated maternity leave and pay day language, and correcting misstated practice with respect to the work schedule for CSOs). If you have questions, please let me know. Red-line versions are available if you or the Board would like to see them. I understand that the Village Board will consider approval of these contracts on May 23, 2016.

/mac
attachments

RESOLUTION NO. 16-_____

A RESOLUTION AFFIRMING AN AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE COMBINED COUNTIES POLICE ASSOCIATION, WHEELING CHAPTER, COMMUNICATIONS PERSONNEL/RECORDS CLERKS/COMMUNITY SERVICE OFFICERS/ EVIDENCE PROPERTY OFFICER FOR THE PERIOD MAY 1, 2016 THROUGH APRIL 30, 2019

WHEREAS, the Combined Counties Police Association, Wheeling Chapter, Communications Personnel/Records Clerks/Community Service Officers/Evidence Property Officer was formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has met with the duly authorized representatives of the CCPA, Communications Personnel/Records Clerk/Community Service Officers/Evidence Property Officer; and

WHEREAS, the Village and the representatives of the CCPA, Communications Personnel/Records Clerks/Community Service Officers/Evidence Property Officer have negotiated and agreed to the terms and conditions of salaries, fringe benefits and working conditions for the above mentioned members of the Combined Counties Police Association for the period of May 1, 2016 to and including April 30, 2019 as attached.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the provisions of the collective bargaining agreement effective May 1, 2016 through April 30, 2019 are approved, subject to attorney review, and the Village President is authorized to execute said agreement.

BE IT FURTHER RESOLVED, that the necessary appropriations shall be made to effectuate the terms of this agreement.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of May, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND THE
COMBINED COUNTIES POLICE ASSOCIATION
COMMUNICATIONS PERSONNEL/RECORDS CLERKS/
COMMUNITY SERVICE OFFICERS, WHEELING CHAPTER

FOR THE PERIOD OF MAY 1, 2016 THROUGH APRIL 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
GENERAL TERMS.....	1
1.1. Recognition.....	1
1.2. Scope of Agreement.....	2
1.3. Rights of Management.....	2
1.4. Term.....	3
ARTICLE II	
DIRECT COMPENSATION.....	4
2.1. Wage Compensation.....	4
2.2. Tour of Duty - Hours of Work.....	4
2.2A Shift Assignments.....	5
2.2B Employee Duty Trade for Radio Operators.....	5
2.3. Pay Periods.....	6
2.4. Payroll Deductions.....	6
2.5. Outside Employment.....	6
2.6. Overtime and Additional Direct Compensation.....	6
2.7. Pyramiding Prohibited.....	11
2.8. Uniform Account System.....	11
2.9. Seniority.....	11
ARTICLE III	
INDIRECT COMPENSATION.....	12
3.1. Holiday Time.....	12
3.2. Scheduling of Holidays.....	13
3.3. Vacation.....	14
3.4. Scheduling of Vacation.....	15
3.5. Sick Leave.....	16
3.6. Health Insurance.....	18
3.7. Life Insurance.....	19
3.8. Pension.....	19
3.9. Longevity.....	19
3.10. Tuition Reimbursement.....	19
3.11. Leaves of Absence.....	20
3.12. Unpaid Leave.....	22
3.13. Family Medical Leave Act (FMLA).....	22
3.14. Disability Leave.....	22
3.15. Workers' Compensation.....	22
3.16. Off-the-Job Injury or Illness.....	23
3.17. Court Appearances.....	23
3.18. Section 125 Plan.....	23

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE IV	
RETIREMENT	23
4.1. General Provisions	23
4.2. Health Insurance Coverage	24
4.3. Life Insurance	25
ARTICLE V	
EMPLOYMENT	26
5.1. Employment	26
5.2. Separation	26
5.3. Effects of Outsourcing - Radio Operators	27
5.4. Re-employment	28
ARTICLE VI	
PERFORMANCE EVALUATIONS	29
6.1. Objective	29
6.2. Procedure	29
ARTICLE VII	
DISCIPLINE	29
7.1. General Provisions	29
7.2. Types of Discipline	30
7.3. Union Representation	30
ARTICLE VIII	
GRIEVANCES	30
8.1. Definition	30
8.2. Procedure	31
ARTICLE IX	
DUES, CREDIT UNION, DEDUCTIONS	31
9.1. Dues Deduction	31
9.2. Credit Union Deduction	31
9.3. Fair Share	32
9.4. Indemnification	33
ARTICLE X	
SOLICITATION POLICY	33
10.1. No Solicitation Provisions	33
10.2. Use of Bulletin Boards	33
10.3. Working Time, Definition	33
ARTICLE XI	
USE OF PUBLIC PROPERTY	34
11.1. Vehicles, Equipment, Materials or Property	34

TABLE OF CONTENTS
(continued)

	<u>Page</u>
11.2. Telephone.....	34
ARTICLE XII	
ETHICS CODE.....	34
ARTICLE XIII	
MISCELLANEOUS PROVISIONS.....	34
13.1. Discrimination.....	34
13.2. Lunch Periods	34
13.3. Scheduling.....	35
13.4. Recitals.....	35
13.5. Savings Clause	35
13.6. Gender.....	35
13.7. Savings for Post-Retirement Medical Costs/VEMA	35
SIDE LETTER OF AGREEMENT	38
APPENDIX A	
WAGE COMPENSATION - COMMUNICATIONS PERSONNEL.....	40
APPENDIX B	
WAGE COMPENSATION - RECORDS CLERKS	41
APPENDIX C	
WAGE COMPENSATION - COMMUNITY SERVICE OFFICERS	42
APPENDIX D	
WAGE COMPENSATION – PROPERTY EVIDENCE OFFICER	43
APPENDIX E	
SCHEDULE OF HEALTH INSURANCE BENEFITS	
APPENDIX F	
FAMILY AND MEDICAL LEAVE ACT POLICY	
APPENDIX G	
AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION DUES AND ASSESSMENTS	
APPENDIX H	
ETHICS CODE.....	
APPENDIX I	
TRAVEL POLICY	

THIS AGREEMENT made this ____ day of _____, 2016, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the Combined Counties Police Association, Wheeling Chapter, Communications Personnel/Records Clerks/Community Service Officers, of the Wheeling Police Department (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, the Combined Counties Police Association, Wheeling Chapter, Communications Personnel, was formed to represent the interests of communications personnel with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Combined Counties Police Association petitioned to include community service officers within the bargaining unit, which has been approved by the Illinois Public Labor Relations Board; and

WHEREAS, the Village has met with the duly authorized representatives of the Association for the purpose of negotiating the terms for including community service officers within the agreement and salary increases for communications personnel; and

WHEREAS, the Village and the Association have negotiated and agreed to the terms and conditions of employment for said members of the Association.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I
GENERAL TERMS**

1.1. Recognition

- (a) The Village recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and certain other conditions of employment for all individuals within a bargaining unit consisting of all regular full-time employees and regular part-time employees over twenty (20) hours per week, with the position of Police Radio Operator for the Village of Wheeling, all regular full-time employees with the position of Records Clerk, and all regular full-time employees with the position of Community Service Officer, but excluding such employees who occupy a position involving matters of a confidential nature, and all management, professional, administrative or supervisory employees. Regular full-time employment refers to officers who work a normal tour of duty for their classification. (Individuals in the position of Police Radio Operator shall hereinafter be referred to as” radio operator.” Individuals in the position of Police Records Clerk shall hereinafter be referred to as “records clerk.” Individuals in the position of Community Service Officer shall hereinafter be referred to as “CSO.” All individuals within such unit shall hereafter collectively be referred to as “employees.”)

- (b) The Village will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with the employees in such bargaining unit, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement.

1.2. Scope of Agreement

The terms and conditions set forth herein represent the entire and exclusive agreement between the parties with respect to salaries, fringe benefits and other conditions of employment. This Agreement supersedes all prior negotiations, representations, past practices, policies, procedures or agreements, either written or oral, between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

1.3. Rights of Management

- (a) It is understood and agreed that the Village possesses the sole right and authority to operate and manage the affairs of the Village in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:
 - 1. The right to determine the existence or non-existence of facts which are the basis for Village or management decisions;
 - 2. The sole right and authority to determine the purpose, mission and policies of the Village and the amount of the budget to be adopted;
 - 3. The right to plan, direct, control and determine the operations or services to be conducted by employees of the Village and to set forth all standards of service to be offered to the public;
 - 4. The right to determine the methods, means, number of personnel, equipment, facilities and materials to be employed or needed to carry out the department's mission;
 - 5. The right to hire and determine qualifications for job positions;

6. The right to establish and change schedules and assignments or to transfer employees to other positions or functions;
 7. The right to direct the working forces and to determine the number of hours per day or per week operations must be carried on;
 8. The right to discipline or discharge, unless such action is arbitrary or capricious;
 9. The right to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
 10. The right to establish personnel policies by adoption of a Personnel Policy Manual and to establish rules and regulations for employment with respect to subject matter not contained within this Agreement and the right to unilaterally amend or abolish such policies or rules and regulations;
 11. The right to introduce new or improved methods, equipment or facilities; and the right to contract out for any goods or services.
- (b) All of the rights, functions and prerogatives of the Village and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the Village. In no event shall any right, function or prerogative of the Village and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement. The Association agrees and acknowledges that the Village shall have the right to implement any or all of the rights or decisions which are not expressly and specifically restricted or modified by an explicit provision of this Agreement including, but not limited to, those rights or decisions specifically set forth in paragraph (a) above, or implied therein, without the duty to bargain with the Association over the impact or effect of such decisions.
- (c) If in the sole discretion of the President and Board of Trustees or Village Manager it is determined that civil emergency exists, including, but not limited to, riots, civil disorders, tornado conditions, floods or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- (d) Subject matter not contained or covered in this Agreement shall be determined by the Wheeling Personnel Policy Manual and the Rules and Regulations, general orders, Special Orders, Policies and Procedures of the Wheeling Police Department as are from time to time amended.

1.4 This Agreement shall be binding upon the parties to and including April 30, 2019.

**ARTICLE II
DIRECT COMPENSATION**

2.1. Wage Compensation

- (a) Any employee who has completed six (6) months of continuous service with the Village shall be eligible for a merit pay step increase. The date of eligibility and effective dates for any merit increase shall be dependent upon the starting date of regular full time employment, hereinafter referred to as "anniversary date." At the completion of one (1) year of continuous service with the Village and upon each successive date thereafter, the employee is eligible for an additional merit pay step increase in accordance with the base salary schedule as set forth in Appendix A for Communications Personnel, Appendix B for Records Clerks, Appendix C for CSOs and Appendix D for Property Evidence Officer.
- (b) Regular part-time radio operators over twenty (20) hours per week shall be eligible for wage compensation based upon an hourly rate.
- (c) The granting or the failure to grant merit pay and/or the amount of said grant or merit pay shall be based upon job performance and shall be at the sole discretion of the Village.
- (d) An employee may, upon the recommendation of the Chief of Police and with the approval of the Personnel Director, receive a merit step increase or a portion thereof before an anniversary date if it is determined that the employee is performing at a rate higher than normal for the employee's current pay schedule.
- (e) In the event it is determined by the Personnel Director that an employee is performing at an unsatisfactory level based upon performance evaluations, the employee's pay may be frozen or lowered up to one (1) step within the pay schedule every six (6) months. In the event an employee's pay rate is frozen or base salary adjustment withheld, the employee's job performance shall be re-evaluated in six (6) months.

2.2. Tour of Duty - Hours of Work

- (a) A twenty-eight (28) day tour of duty will be observed by Radio Operators and CSOs in the Association. The normal work schedule for Records Clerks shall be thirty-seven and a half (37½) hours worked within a tour of duty consisting of a seven (7) day period. The tour of duty shall begin on the date designated by the Rules and Regulations of the Police Department. Such tour of duty may be changed at the discretion of the Village.
- (b) Employees shall not be guaranteed a minimum number of hours to be worked per day, per week or per tour of duty.
- (c) Recorded time for hours worked must be rounded to the nearest increment of fifteen (15) minutes.

EXAMPLE:

0 - 7 = 0 minutes
8 - 22 = 15 minutes
23 - 37 = 30 minutes

- (d) Radio Operators shall work an eight and one half (8½) hour work day with a regular duty schedule of six (6) days of duty followed by three (3) days off, as assigned by the Village.
- (e) Because the 8-1/2 hour work day, 6/3 regular duty schedule for Radio Operators results in a thirty nine and two thirds (39²/₃) hour work week, two (2) payback hours per officer every six (6) weeks are required to achieve the forty (40) hour work week. To achieve the forty (40) hour work week, each Radio Operator working the eight and one half (8½) hour day, 6/3 work schedule will be required to work one (1) of their regularly scheduled days off per duty cycle (two (2) days per year). The Deputy Chief shall schedule the days off, with input from the Association. The final decision regarding scheduling of the time to be worked will be made by the Chief of Police.

2.2A Shift Assignments

- (a) Radio Operators shall be assigned to work one of three (3) daily shifts: either the Day Shift, Afternoon Shift or the Midnight Shift.
- (b) Radio Operators will be assigned to these shifts based upon the seniority selection process as set forth in The General Orders of the Wheeling Police Department, as from time to time amended with due cause.
- (c) Barring special shift needs, extraordinary situations or exigent circumstances, seniority shall prevail in the selection process for shift assignment. Nothing set forth herein, however, precludes management's rights to assign personnel necessary to efficiently and effectively carry out the department's mission.
- (d) The shift selection process will be conducted for a period of one (1) year in advance, divided into two (2) half (½) year Duty Cycles. The first Duty Cycle shall consist of seven (7) Tours of Duty and the second Duty Cycle shall consist of six (6) Tours of Duty.

2.2B Employee Duty Trade for Radio Operators

A radio operator may have another radio operator in the same job classification substitute for him or her by performing work in the same capacity for the radio operator's entire scheduled work day (or a portion thereof), provided the substitution does not interfere with the operation of the Department, and subject to advance approval by the Police Chief or his designee(s). A duty trade request shall be submitted in writing on the Request For Time Off Duty form, and signed by the radio operators involved in the duty trade. The hours worked by the substitute radio operator shall be excluded by the Village in the calculation of hours for which the substitute radio operator would otherwise be entitled to compensation, including overtime compensation. If a substitute radio operator works another radio operator's scheduled work shift in accordance with this Section, then

the hours worked by the substitute radio operator shall only be counted as hours worked by the radio operator who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange shifts the Village will not incur any overtime liability.

A radio operator may be allowed a duty trade when sufficient manpower availability would otherwise require the radio operator to utilize holiday or vacation time. If the duty trade is approved, and the shift is above minimum manpower requirements, the radio operator will lose the ability to sell back eight (8) hours of holiday time (i.e., if a radio operator uses one duty trade, the radio operator may only sell back up to sixty-four (64) hours of holiday time). This does not apply to same day duty trades which would be approved by the Police Chief or his designee(s).

2.3. Pay Periods

- (a) All employees shall be paid bi-weekly, for a total of twenty-six (26) pay periods per year.
- (b) Employees separating from employment in the middle of a pay period will be paid for the actual time worked during that pay period subject to all appropriate deductions, including any advanced sick leave, vacation leave, or other debts owed to the Village.

2.4. Payroll Deductions

Automatic payroll deductions will be made for federal and state income tax purposes, social security and pension fund contributions. Optional deductions must be approved by the Personnel Director and may include medical insurance, life insurance, the Village approved deferred compensation plans and Village approved credit unions or village approved charities.

2.5. Outside Employment

Employees shall be subject to the Rules and Regulations, Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time regarding outside employment.

2.6. Overtime and Additional Direct Compensation

- (a) Employees shall receive overtime under this Section 2.6 only for those hours actually worked.
- (b) Overtime - Radio Operators and CSOs. Radio operators and CSOs in the Association shall receive overtime compensation in accordance with the provisions set forth herein. Holiday time, vacation time or sick time used in accordance with the provisions of this Agreement shall be included in determining the number of hours worked within a tour of duty. Radio Operators

will be offered overtime opportunities in the radio room before such opportunities are offered to Patrol Officers.

1. Holdover. A radio operator or CSO required by his supervisor to work additional time subsequent to his regular scheduled shift shall receive compensation for the additional time worked to the extent such time exceeds his regular scheduled shift, at his regular hourly rate, plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked and will be paid in half hour segments.
2. Call Back or Call In. A radio operator or CSO who has left the premises after working a regular scheduled shift and is required to return to work shall receive compensation for the additional time worked at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per additional hour worked. Time worked will be computed to the nearest quarter hour worked and will be paid in half hour segments. Radio operators and CSOs shall receive a minimum two (2) hours of overtime per call back or call in and shall be required to work for this minimum two (2) hour period. Travel time for purposes of commuting to and from the Police Department for call back or call in shall not be considered hours worked.
3. Departmental Meetings. A radio operator or CSO required to attend a departmental meeting other than during his regular scheduled shift shall receive compensation at his regular hourly rate. The regular hourly rate shall be paid unless the employee exceeds one hundred seventy-one (171) hours worked in a tour of duty in the case of radio operators, or forty (40) hours in a work week in the case of CSOs. All time in excess of one hundred seventy-one (171) hours in a tour of duty in the case of radio operators, or forty (40) hours per work week in the case of CSOs, shall be compensated at the rate of time and one-half. All radio operators shall receive a minimum of seventy-two (72) hours notice prior to the calling of any departmental meeting, except in the case of emergency. Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.
4. Training. A radio operator or CSO who is required to receive training during his regular scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive compensation at his regular straight time hourly rate. A radio operator or CSO who is required to receive training other than during his regular scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to one hundred seventy-one (171) hours worked in a tour of duty in the case of radio operators, and up to forty (40) hours per work week in the case of CSOs. In the event any hours are worked beyond the one hundred seventy-one (171) hours for radio operators or the forty (40) hours per work week for CSOs, the radio operator or CSO shall be compensated for

such excess hours at the rate of time and one-half his regular straight time hourly rate.

Travel shall be permitted and reimbursed in accordance with the Village-wide travel policy then in effect. The Union shall be advised in advance of any changes to the policy being considered and shall be afforded an opportunity for input. If changes are made to the policy, they will apply to the unrepresented employees of the Village. If changes are made that are intended to apply only to members of the Department, the Union shall be entitled to negotiate over such changes. The travel policy in effect at the start of the term of this contract is attached at Appendix I.

Travel time to and from training sessions conducted within the six (6) county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six (6) county Chicago metropolitan area shall be considered hours worked. In such instance the radio operator or CSO shall not be eligible for overtime pay for travel time or early reporting, but the radio operator's schedule shall be adjusted within the radio operator's tour of duty.

5. Compensatory Time. In lieu of overtime pay, radio operators and CSOs may choose to receive compensatory time off at a rate of one and one-half hours off per each hour of overtime worked. Radio operators and CSOs may accumulate up to a maximum of forty (40) hours of compensatory time. Radio operators and CSOs shall be permitted to use accrued compensatory time, within the contract year accrued, within a reasonable period after it is requested so long as to do so would not, in the sole discretion of the Chief of Police, unduly disrupt the operations of the Police Department. All accrued compensatory time not used within the contract year earned shall be used in accordance with the Rules and Regulations of the Wheeling Police Department.

In the event of a pregnancy of an employee or the spouse of an employee, accumulation of up to eighty (80) hours of compensatory time will be allowed for use immediately after the birth or adoption of the child. The compensatory time must be used before any vacation or holiday time. The employee may be asked to verify the pregnancy or adoption through a doctor's certification.

6. The parties agree that radio operators shall be exempt from the overtime provisions of the Fair Labor Standards Act and the Illinois Minimum Wage Law pursuant to Section 7(b) of the FLSA. The parties acknowledge that the use of a 28-day cycle for radio operators is explicitly contingent on the Union maintaining its status as a "bona fide" labor organization under Section 7(b)(1) of the Fair Labor Standards Act. If the Union does not maintain such status, then the Village may immediately request to reopen negotiations regarding the radio operators. Such reopener negotiations shall be strictly limited to those sections of the

bargaining agreement that pertain to the hours of work, wages and overtime benefits for the radio operators.

- (c) Crime Prevention. A CSO, selected at the discretion of the Police Chief, to act in the position of crime prevention shall receive a monthly stipend of seventy-five dollars (\$75.00).
- (d) Radio Operator Training Duty: Radio Operators assigned to train new radio operators shall receive one (1) hour of overtime pay for each day actually worked with a new radio operator in training.
- (e) LEADS Coordinator. The Radio Operator formally designated as the LEADS Coordinator shall receive two (2) hours of pay at his or her straight time rate per month for each full month that the Radio Operator holds that designation.
- (f) Overtime - Records Clerks. Records clerks shall receive overtime compensation in accordance with the provisions set forth herein. Holiday time, vacation time or sick time used in accordance with the provisions of this Agreement shall be included in determining the number of hours worked in a tour of duty.
 - 1. Holdover. A records clerk required by his supervisor to work additional time subsequent to his regular scheduled shift shall receive compensation for the time worked to the extent such time exceeds forty (40) hours worked in a tour of duty at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked.
 - 2. Call Back or Call In. A records clerk who has left the premises after working a regular scheduled shift and is required to return to work shall receive compensation for the time worked to the extent such time exceeds forty (40) hours worked in a tour of duty at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked.
 - 3. Call Back or Call In for Matron Duty. A records clerk who has left the premises after working a regular scheduled shift and is required to return to the Police Department for matron duty shall receive compensation for such additional time worked at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per additional hour worked. Records clerks called in or called back for matron duty shall receive the following minimums for overtime: from the end of the normal workday to midnight, a minimum of two (2) hours; between midnight and 6:00 a.m., a minimum of three (3) hours at time and one-half; and between 6:00 a.m. and the beginning or normal workday, compensation for hours actually worked at time and one-half.
 - 4. Call Back or Call In for Bond Hearings. A records clerk who is required to return to the Police Department on a Saturday for a bond hearing shall receive compensation for such additional time worked at his regular

hourly rate plus an additional one-half (1/2) of his regular hourly rate per actual hour worked.

5. Travel Time. Travel time for purposes of commuting to and from the Police Department for any call back or call in shall not be considered hours worked.
6. Departmental Meetings. A Records Clerk required to attend a departmental meeting other than during his regular scheduled shift shall receive compensation at his regular hourly rate. The regular hourly rate shall be paid unless the records clerk exceeds forty (40) hours worked in a tour of duty.

All time in excess of forty (40) hours in a tour of duty shall be compensated at the rate of time and one-half. All records clerks shall receive a minimum of seventy-two (72) hours notice prior to the calling of any departmental meeting, except in the case of emergency.

Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.

7. Training. A records clerk who is required to receive training during his regularly scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive compensation at his regular straight time hourly rate.

A records clerk who is required to receive training other than during his regular scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to forty (40) hours worked in a tour of duty. In the event any hours are worked beyond forty (40) hours, the records clerk shall be compensated for such excess hours at the rate of time and one-half his regular straight time hourly rate. Records clerks shall be reimbursed for expenses incurred for off-the-premises training in accordance with the provisions of the Village's travel policy. (Appendix I)

Travel time to and from training sessions conducted within the six (6) county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six (6) county Chicago metropolitan area shall not be considered hours worked unless the records clerk is required to report to the location of training prior to the first scheduled day of training. In such instance the records clerk shall not be eligible for overtime pay for travel time or early reporting, but the records clerk's schedule shall be adjusted within the records clerk's tour of duty.

8. Compensatory Time. At the discretion of the Personnel Director, compensatory time in lieu of overtime pay may be authorized in accordance with applicable law for records clerks.

2.7. Pyramiding Prohibited.

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

2.8. Uniform Account System.

Records clerks and radio operators shall be eligible to receive three hundred seventy-five dollars (\$375.00) per employee in monetary credit for the purpose of purchasing uniforms under a uniform account system established by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time. Effective January 1, 2017, the monetary credit applicable for radio operators shall increase to four hundred dollars (\$400.00) per radio operator per year. This credit shall be given at the beginning of each calendar year. Items which may be purchased under this system shall be limited to "uniform items" and not include any items that may be worn outside the work place. Specific items which are authorized for purchase shall be established by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time.

CSOs shall be eligible to receive five hundred seventy-five dollars (\$575.00) per employee in monetary credit for the purpose of purchasing uniforms under a uniform account system established in Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time. Effective January 1, 2017, the monetary credit applicable for CSOs shall increase to six hundred dollars (\$600) per CSO per year. This credit shall be given at the beginning of each calendar year.

Newly hired CSOs and radio operators will be provided with all necessary initial uniforms and equipment, as specified by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time.

2.9. Seniority

- (a) Village Seniority (same as anniversary date in Village policy) shall be the employee's length of service since his most recent date of hire for a full-time position with the Village. If an employee transfers from one full-time position to another position in a different functional unit without loss of work time, the employee shall retain his Village seniority and related benefits.
- (b) Unit seniority shall be based on the employee's most recent date of hire for a full-time position in his current functional unit.

**ARTICLE III
INDIRECT COMPENSATION**

3.1. Holiday Time

- (a) The following shall be paid holidays for all records clerks covered by this Agreement:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- (b) Since radio operators and CSOs covered by this Agreement are required to work recognized Village holidays, each radio operator and CSO shall receive seventy-two (72) hours (nine (9) days) of holiday time to be used each contract year as a substitute for and in place of recognized Village holidays.
- (c) In addition to the recognized paid holiday time indicated above, any employee hired prior to November 1 of a contract year will be entitled to twenty-four (24) hours of additional holiday time during that contract year. Employees hired between November 1 and the following January 31 will be entitled to twelve hours of additional holiday time that contract year. Employees hired after February 1 will not be entitled to any paid additional holiday time that contract year. An employee must have at least three (3) months' employment with the Village of Wheeling to qualify for twelve (12) hours paid additional holiday time, and an additional three (3) months employment to qualify for the second twelve hours paid additional holiday time.
- (d) Holiday time shall accrue for radio operators and CSOs on the basis of the date each recognized holiday is celebrated and any radio operator or CSO leaving the employment of the Village prior to the end of any contract year shall receive pro-rated holiday time for those recognized Village holidays which have passed.
- (e) Additional holiday time as set forth in section (c) above shall accrue on the first day of the contract year.
- (f) Under extraordinary circumstances radio operators and CSOs may anticipate up to sixteen (16) hours holiday time with the approval of the Police Chief and Personnel Director. Any radio operator whose employment is terminated before holiday time advanced has been earned shall have the amount of unearned holiday time deducted from his final paycheck.

- (g) Holiday time may be used by employees on an hourly basis, with a minimum of two (2) hours.
- (h) Any holiday time not used by a radio operator during the contract year it is earned shall be lost, except holiday time may be carried over to the next contract year because of scheduling problems, with the approval of the Police Chief and the Personnel Director.
- (i) For the position of CSO only, the Village may, at the CSO's option, buy back up to sixty (60) straight-time hours of accumulated holiday time during each contract year. For the position of radio operator only, the Village may, at the radio operator's option, buy back up to seventy-two (72) straight-time hours of accumulated holiday time during each contract year. The radio operator or CSO shall request the number of holiday hours to be bought back by the Village at least twenty (20) working days prior to the date of the affected payroll. All requests for holiday buy-back for the contract year ending April 30 shall be made between March 1 and April 15 of that year.
- (j) Any employee on a leave of absence without pay shall not accrue holiday time during such leave of absence.
- (k) Any employee who works a full eight hour shift on any of the following holidays shall receive four (4) hours of compensatory time: Thanksgiving, Christmas, New Years Eve (3-11 and 11-7 shifts) and July 4. For Radio Operators only, Labor Day is added to this list of holidays.

3.2. Scheduling of Holidays

- (a) Selection of holidays for radio operators and CSOs shall be made according to unit and shift assignments. Priority in holiday selection shall be based upon unit seniority. Holiday selection shall begin no later than 0800 hours on April 16th of each year and end no later than 0800 hours on May 15th.
- (b) Holiday selection shall be accomplished in one (1) round. Radio operators and CSOs may select up to three (3) days of holiday time. Once a radio operator or CSO has selected, the selection moves to the next radio operator or CSO in order and so on until all radio operators and CSOs have made their selections.
- (c) Radio operators and CSOs may choose any day for a holiday so long as the manpower scheduled for such unit or shift will not fall below the minimum manpower as determined by the Village.
- (d) Holiday selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit holiday time on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.3. Vacation

- (a) Employees assigned to shifts of eight and one-half (8 1/2) hour days shall be charged eight (8) hours vacation leave for each work day on vacation leave. Employees shall accrue vacation time on a monthly basis for use in the next contract year. Such vacation time shall accrue as follows:
1. An employee with less than six (6) years of service at the rate of 6.66 hours per month;
 2. On an employee's sixth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 3. Thereafter, for over six (6) years, but less than twelve (12) years of service, at the rate of ten (10) hours per month;
 4. On the employee's twelfth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 5. Thereafter, for over twelve (12) years, but less than eighteen (18) years of service, at the rate of 13.31 hours per month;
 6. On an employee's eighteenth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 7. Thereafter, for over eighteen (18) years of service, at the rate of 16.66 hours per month.
- (b) An employee must be in pay status for at least fifteen (15) calendar days in a month in order to receive vacation credit for the month. An employee who is not in pay status for at least fifteen (15) calendar days shall accrue no vacation time for the month.
- (c) Employees who terminate their employment prior to one (1) year of continuous service shall not have accrued any vacation time.
- (d) For computational purposes, the vacation year will coincide with the Village's contract year.
- (e) An employee who moves from one position to another in the Village's service, and whose service is continuous or who is transferred or promoted, will be credited in his position with his unused vacation leave.

- (f) Time worked under regular part-time employment over twenty (20) hours per week, not including temporary/seasonal appointment, when followed immediately by regular full time employment will be included in computing length of continuous service for vacation leave. The employee will be granted vacation leave credit on a percentage basis of hours worked while a regular part-time employee. Regular part-time employment refers to employees who work less than a normal tour of duty but more than twenty (20) hours per work week does not include seasonal or temporary employees.
- (g) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury.
- (h) Vacation leave will not be accrued by an employee who is not on regular pay status, i.e., disability leave (other than workmen's compensation), paid administrative sick leave, suspension and leave of absence.
- (i) An employee may be granted the right to anticipate accrued vacation leave up to five (5) days. Such leave must have the prior approval of the Chief of Police and the Personnel Director.
- (j) If an employee terminates employment with the Village before any vacation leave anticipated has been accrued, the amount of unaccrued vacation leave which was anticipated will be deducted from the final paycheck.
- (k) Sickness of four (4) days or more which occurs during an employee's scheduled leave will be considered "sick leave" and not vacation. In order to be eligible for this provision, the employee must submit a doctor's certificate and receive approval from the Personnel Director.
- (l) If a death in the immediate family occurs during an employee's scheduled vacation leave, it will be considered "leave for death in family", consistent with Section 3.12 (c), and not vacation leave. In order to be eligible for this provision the employee must submit proof of death and receive approval from the Personnel Director.
- (m) Transfer of vacation from one (1) contract year to another shall be allowed only with the approval of the Personnel Director for good cause shown. In no circumstance will more than ten (10) working days be transferred for Records and CSO personnel. In no circumstance will more than twelve (12) working days be allowed to transfer from one contract year to another for Radio Operators.
- (n) The scheduling of vacation shall be subject to the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department.

3.4. Scheduling of Vacation

- (a) Selection of vacation for all radio operators and CSOs shall be made according to unit and shift assignments. Priority in vacation selection shall be based upon unit

seniority. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.

- (b) All radio operators and CSOs shall select any vacation accrued pursuant to Section 3.3 in accordance with the following provisions. Vacation selection shall be accomplished in two (2) rounds. In round one (1) each radio operator or CSO may select accrued vacation of up to three (3) weeks in blocks of at least one (1) week (fifty-one (51) hours for radio operators, forty (40) hours for CSOs). Up to two (2) weeks vacation may be scheduled in prime time (June 1 to September 15 and December 15 to January 1) and any remaining accrued vacation scheduled is non-prime time. Once a radio operator or CSO has selected, the selection moves to the next radio operator or CSO in order, and so on. In round two (2), radio operators and CSOs shall select any remaining vacation until all radio operators and CSOs have made their selections.
- (c) Radio operators and CSOs may choose any day for vacation so long as the manpower scheduled for such unit or shift will not fall below minimum manpower as determined by the Village.
- (d) Vacation selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) All radio operators and CSOs shall schedule any remaining accrued vacation by November 1. The Village reserves the right to schedule any remaining accrued vacation by November 1.
- (f) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit vacation on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.
- (g) Priority in vacation selection for records clerks shall be based upon department seniority. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.

3.5. Sick Leave

- (a) All regular full-time employees accrue the benefit of sick leave with pay. Regular part-time radio operators over twenty (20) hours will accrue sick leave based on the percentage of their work week as compared to a full-time employee in their department.
- (b) Sick leave will be accrued at one (1) day per month for regular full-time employees. The number of hours per day of sick leave will be determined by the number of regular work hours per day for the position. Sick leave may be accumulated up to an unlimited amount. Sick leave may not be anticipated. If an employee is separated from employment for any reason, all accrued sick leave shall be forfeited.

- (c) An employee who is in pay status for at least fifteen (15) calendar days during the month will accrue a sick day credit for the month. An employee who is not in pay status for at least fifteen (15) calendar days will accrue their first sick day after working thirty (30) calendar days.
- (d) Authorized sick leave includes an employee's absence because of his illness or non-service connected injury only, and for an injury or illness of an immediate family member of his/her family. For purposes of this policy immediate family member is defined as spouse, parent, as well as any child or step child under the age of eighteen (18). It does not include absences for routinely scheduled dental, optical or medical appointments which should be taken care of during off-duty hours or charged to vacation or personal days. Abuse of sick leave based on false claims of illness or injury or falsification of proof to justify such sick leave will be cause for loss of pay and dismissal.
- (e) In the event an employee is unable to report to work due to illness or emergency, he must inform his department head or supervisor by the time designated by the department rules. Failure to do so for each day of absence, or at agreed upon intervals in the case of extended illness, may result in loss of pay or termination.
- (f) The Chief of Police or Personnel Director may make any appropriate investigation or establish proper administrative controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician or from the Village's physician may be required at any time, and will be required for any continuous absence of four (4) days or more, or after nine (9) occurrences and thereafter within a one (1) year period of time.
- (g) Any prolonged illness after fifteen (15) working days may require a medical certificate from the employee's attending physician, and may require a medical certificate from the Village physician prior to returning to work. The Village will assume the expense for the Village physician's examination.
- (h) An employee who moves from one (1) position to another in the Village's service and whose service is continuous or who is transferred, promoted or demoted, will be credited in his new position with the unused sick leave accrued in his prior position.
- (i) Time worked under regular part-time employment, when followed immediately by regular full-time employment, will be included in computing length of continuous service for sick leave. Employees will be granted sick leave credit on a percentage basis of hours worked while a regular part-time employee.
- (j) Sick leave will continue to accrue during time lost from work as a result of service-connected injury until such time as the employee is no longer on the Village payroll. An employee shall continue to accrue sick leave while on accrued sick leave.

3.6. Health Insurance

- (a) The Village shall make available to all employees and their dependents comprehensive group health insurance. Except for new employees, employees may choose among existing plans, including at least one PPO and one HMO plan. Until the first open enrollment period after the second anniversary of their employment, new employees may participate only in the HMO plan.
- (b) The Schedule of Benefits for available plans is attached as Appendix E hereto. The maximum lifetime health benefit shall be \$3.0 million per individual, or the lifetime maximum provided by applicable law, whichever is higher. Nothing in this Agreement or Appendix E shall prevent the Village from implementing changes required under federal or state healthcare legislation.
- (c) The maximum share of health insurance premium costs an employee shall be required to pay for the Village’s group health insurance programs is as follows:

<u>Village</u>	<u>Employee</u>
88.0%	12.0%

- (d) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year.
- (e) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix E, unless such changes are required under federal or state healthcare legislation.
- (f) Beginning with the July 1, 2016 Health Plan Year, the office visit co-pay shall be increased to \$20, and the prescription drug co-pays of \$10/\$20/\$35 (\$20/\$40/\$70 for mail order) for generic, formulary and non-formulary, respectively, shall be increased to \$10/\$30/\$50 (\$20/\$60/\$100 for mail order) for the HMO Plan. Beginning with the July 1, 2015 Health Plan Year, the emergency room co-pay shall be increased to \$75 per visit (waived if admitted).
- (g) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.

- (h) Nothing set forth herein shall prohibit the right of the Village to obtain comparable hospitalization and major medical benefits under a different program or with a different insurance company and/or HMO.
- (i) Employees and their dependent(s) shall have the option to maintain health insurance in accordance with the conversion privilege provisions of the employee's selected health insurance program, the option which must be exercised within 90 days of the termination of the expiring health insurance.

3.7. Life Insurance

The Village shall provide a fifty thousand dollar (\$50,000) group term life insurance policy for each employee. The employee shall have the option of purchasing up to \$250,000 of additional coverage, at full cost to the employee.

3.8. Pension

All regular full-time employees must participate in the Illinois Municipal Retirement Fund (I.M.R.F.) and shall be eligible for benefits as provided therein.

3.9. Longevity

An employee who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive the sum of six hundred dollars (\$600.00) annually during January following each anniversary date. Effective May 1, 2010, employees with eighteen (18) through twenty-four (24) continuous years of service shall receive the sum of one thousand dollars (\$1,000) annually, and employees with twenty-five (25) or more years of continuous service shall receive the sum of one thousand three hundred dollars (\$1,300) annually, on the January 1 following the employee's anniversary date. All payments in this section shall be deposited in the employee's VEMA account.

3.10. Tuition Reimbursement

Employees directed to take courses by the Chief of Police shall be entitled to one hundred percent (100%) reimbursement for such courses.

Officers may be eligible for reimbursement of tuition expenses for advanced job-related education course work taken at an accredited college or university in the State of Illinois in accordance with the following conditions:

- (a) Each course shall be clearly job-related or serve as a prerequisite for an approved job related degree; e.g., bachelors of criminology, criminal justice or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.

- (b) The officer must obtain approval, prior to enrollment in each course, by the Personnel Director.
- (c) All course work must be directed towards the completion of the approved job-related degree program.
- (d) The officer must pay for all tuition at the time of enrollment. Upon successful completion of each course, the Village will reimburse the officer for fifty percent (50%) of the approved tuition costs associated with the course up to a maximum total tuition reimbursement per fiscal year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria is met:
 - 1. A grade of “C” or above is received; or
 - 2. A score equivalent to a “C” in a numerical grading system is received; or
 - 3. A “pass” is received in a “pass/fail” grading system.
- (e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.
- (f) Once an officer is approved for any reimbursement for tuition, the officer will no longer receive a college incentive benefit.

3.11. Leaves of Absence

Employees shall be granted leaves of absence with pay as follows:

- (a) **Military Leave.** The Village will comply with all applicable Federal and State laws regarding the rights afforded to employees on military leave. These policies governing military leave are incorporated in the Village of Wheeling Personnel Policy Manual.
- (b) **Jury Duty.** An employee may be granted a leave of absence when called to duty for a maximum of three (3) calendar weeks per year. Employees receiving pay for jury duty may keep said jury pay, provided that the employee must provide a copy of the check to the Finance Department.
- (c) **Death in the Family.** Absence with pay not to exceed three (3) work days will be granted to an employee for the death of a husband, wife, children, children’s spouses, mother or father. Absence with pay not to exceed two (2) work days will be granted to an employee for the death of his sister, brother, sister or brother-in-law, mother or father-in-law, grandparents, or grandchildren of either employee or spouse. Employees who wish to attend a funeral for other than the persons mentioned above may take vacation leave for this purpose.

The Personnel Director may require verification of the funeral and the employee’s relationship to the deceased.

- (d) Paid Administrative Sick Leave. A full-time employee who has been employed by the Village for four (4) or more continuous years, who is unable to perform the duties of his position due to an injury or illness is eligible for paid administrative sick leave in accordance with the following procedures:
1. Prior to being placed on administrative sick leave, an employee shall utilize all sick leave, accumulated holiday time, vacation time, and all vacation accrued for use during the next contract year.
 2. An employee unable to assume the duties of his position by the expiration of all such sick leave, holiday, and vacation time, as set forth above, but who is deemed to be rehabilitative within one (1) year from the date of the first day of absence, shall provide a doctor's certificate of such inability to the Personnel Director.
 3. Upon the tendering of such certificate, the employee may be placed in an unpaid leave of absence status for a period of thirty (30) days.
 4. If, after the thirty (30) day period, the Personnel Director determines the employee is still unable to perform the duties of his position, the employee will be placed on paid administrative sick leave. The Village may, at its option, require a certificate verifying the inability of the employee to perform his duties from the employee's physician, the Village physician, or both.
 5. The Personnel Director may waive the thirty (30) day unpaid leave of absence if, in his opinion, the employee's inability to perform the duties of his position will continue in excess of thirty (30) days following the use of all sick time, holiday time, and vacation time. An employee placed on paid administrative sick leave shall receive his full salary, including payment for the thirty (30) day unpaid leave of absence, for a period of time of up to two (2) calendar months (347 hours).
 6. If the injury or illness extends into a new contract year, the paid administrative sick leave shall be interrupted and any vacation which has been accrued because of a six (6), twelve (12), or eighteen (18) year anniversary shall be utilized after which the balance of paid administrative sick leave shall continue, if necessary.
 7. No sick leave, holiday or vacation time will be accrued while an employee is in the status of paid administrative sick leave due to an off the job injury or illness.
 8. Paid administrative sick leave shall be cumulative and all employees shall be entitled to a maximum of two (2) months (347 hours) paid administrative sick leave under these provisions during his employment with the Village of Wheeling.

3.12. Unpaid Leave

- (a) Requests for leaves of absence without pay up to thirty (30) days may be approved by the Personnel Director. Such requests shall be in writing, and contain the reason for the leave. Written requests for extensions up to thirty (30) days may be approved by the Chief of Police and Personnel Director. Employees called to active military service for an extended length of time will be placed on a military leave without pay. All rights and seniority will be preserved during the time they are on leave of absence for this purpose.
- (b) The employee may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved leave of absence without pay, with the approval of the Personnel Director. The employee is responsible for paying the full cost of those benefits, including the portion normally paid by the Village. It is the employee's responsibility to arrange with the Finance Department to pay for any benefits which the employee wishes to continue while on leave of absence.
- (c) Vacation and sick leave will not be accrued during unpaid leaves of absence. Seniority calculations will not include any unpaid leaves of absence. The period of any unpaid leaves of absence will be deducted from an employee's seniority for the purpose of computing vacation, longevity and pensions. Employees will not be paid for holidays during that period.

3.13. Family Medical Leave Act (FMLA)

Family or medical leave will be granted when requested and approved or designated as such, by the Personnel Director, in accordance with applicable federal and state laws. The employee may be required to use all accumulated paid time available (personal, vacation, and compensatory time) before the unpaid aspect of the family or medical leave begins. An employee on family or medical leave may retain village medical insurance during the leave in accordance with applicable federal and state laws. (See attached Appendix F).

3.14. Disability Leave

All employees who are determined to be temporarily disabled by the Illinois Municipal Retirement Fund (I.M.R.F.) shall be considered to be on an unpaid leave during the period of time of the disability.

An employee placed on permanent disability by I.M.R.F. shall be considered terminated from his position in the Village and shall receive all unused vacation and holiday payout, if applicable. Such employee shall be eligible for conversion privileges under the Village's health insurance.

3.15. Workers' Compensation

All employees who are injured in the performance of the duties are entitled to benefits under the Workers' Compensation Act, 820 ILCS 305/1. All employees shall be required

to comply with the procedural guidelines as set forth in the Rules and Regulations, general orders, Special Orders, Policies and Procedures of the Wheeling Police Department and the Personnel Policy Manual of the Village of Wheeling with respect to on-the-job injuries.

3.16. Off-the-Job Injury or Illness

An employee who is unable to perform the duties of his position due to a non-service connected injury or a major illness shall use all accumulated holiday time, vacation time, additional vacation time which has been accrued during that contract year, and any extra vacation which will be accrued during that contract year because of a six (6), twelve (12), or eighteen (18) year anniversary. An employee who continues to be unable to assume the duties of his position after utilizing all sick leave, holiday and vacation time as provided above, shall provide a doctor's certificate of such inability to the Personnel Director and shall be considered for either disability benefits or paid administrative sick leave. See paragraph 3.11(d).

3.17. Court Appearances

- (a) Job Related. Employees required to appear in court for job related purposes shall be considered on duty with the Village and shall receive compensation in salary and benefits equal to that associated with the employee's regular duty. Mileage and meal expenses will be reimbursable based on the travel policy established by the Village as contained in Appendix I. Any monies received for court appearances or subpoena fees will be forwarded to the Director of Finance for payment into the general fund of the Village of Wheeling. Under no circumstances may an employee keep subpoena or court appearance fees.
- (b) Non Job Related. Employees subpoenaed to court for personal affairs or for civil lawsuits unrelated to employment with the Village shall not be compensated in any manner for the time spent in court.

3.18. Section 125 Plan

The Village will offer to employees the opportunity to participate in the Village Section 125 Flex Program on the same terms and conditions applicable to other Village employees, generally.

ARTICLE IV RETIREMENT

4.1. General Provisions

- (a) An employee shall be deemed to be retired when that individual has attained the minimum retirement age to receive pension payments from the applicable pension fund and is already receiving a pension annuity from that fund.
- (b) Employees who are retiring shall give not less than fourteen (14) days written notice prior to retirement.

4.2. Health Insurance Coverage

- (a) All employees employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current employees, provided the employees pay all premiums for dependent coverage. In order to receive the above-mentioned coverage, an employee who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.
- (b) All employees employed after August 15, 1981, having eight (8) or more years of continuous service, shall be eligible for health insurance benefits upon retirement in good standing, provided the employee pays all policy premiums.
- (c) Sick Leave Deferred Payment Account (SLDPA).

All employees not in the position of Radio Operator who are currently employed or hired as of the date of this agreement may be allowed to utilize the Sick Leave Deferred Payment Account benefit at retirement if eligible in accordance with the provisions set forth herein. Radio Operators are not eligible for the Sick Leave Deferred Payment Account, except for Radio Operator Loranz who was pre-scheduled to retire in June of 2016.

Employees currently employed as of September 20, 1999 and individuals employed after the date of this provision may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein.

A Sick Leave Deferred Payment Account (SLDPA) is a method of allowing eligible employees to utilize a portion of accrued but unused sick time hours towards the payment of the employees' portion of the monthly premium of a Village group medical insurance plan, if the employee, upon retirement chooses the conversion privilege of the Village's group medical insurance plan.

In order to be eligible to establish a SLDPA, the employee must:

- a. have retired in good standing; and
- b. have at least twenty (20) years of continuous service with the village immediately prior to retirement; have at least ten (10) years of continuous service with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and
- c. have been continuously covered for at least twelve (12) months immediately prior to retirement under the Village medical insurance plan and in full compliance with all plan provisions; and
- d. have at least 675 hours of accrued but unused sick time.

For purposes of this provision, an employee shall be deemed to be retired when an employee has attained the current minimum age to receive retirement benefits from his pension fund and is, in fact, receiving a retirement pension from that fund.

In the event of a deferred pensioner, where an employee has retired having accumulated enough creditable service to qualify for a pension but has not attained the required age, the employee is eligible to utilize the SLDPA benefit upon attaining the required age so long as all other requirements as listed above have been satisfied and the employee has continued health insurance under the conversion provision of the Village's health insurance plan from the date of retirement, until attaining all requirements to receive a pension and is in fact receiving a retirement pension from that fund.

The SLDPA shall be calculated by using the employee's final hourly wage multiplied by the number of accrued but unused sick time hours in excess of 675 sick time hours accrued but unused. The maximum number of hours of accrued but unused sick time hours which may be used within the SLDPA is 536 hours. All hours within SLDPA shall be added to the employee's VEMA account.

For example, an eligible employee with 1000 hours of accrued but unused sick time may use 325 hours within the SLDPA. (1000 hours minus 675 minimum hours = 325 hours). An eligible employee with 1500 hours of accrued but unused sick time may use 536 hours within the SLDPA (1500 hours minus 675 minimum hours = 825 hours; however, the maximum number of hours which may be used is 536).

If there is a balance in the account at the time of death of the employee and the employee has had dependent health insurance coverage through the Village health insurance plan, the employee's dependent(s) shall have the option to continue to have medical insurance premiums paid through the SLDPA in accordance with Village Policy as stated above. In no event shall there be any cash payout of unused balances from a SLDPA.

4.3. Life Insurance

- (a) All employees employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to separation shall, upon separation in good standing, receive ten thousand dollar (\$10,000) life insurance coverage until age sixty (60). Upon attaining age sixty (60), the retiree shall have the option of applying for life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy.
- (b) All employees employed after August 15, 1981, having eight (8) or more years of continuous service shall, upon retirement, have the option of applying for life insurance coverage under the conversion privilege of the Village's group term life insurance policy.

ARTICLE V EMPLOYMENT

5.1. Employment

The Personnel Director is responsible for the recruitment and selection of all radio operators, records clerks, and CSOs of the Village of Wheeling. This responsibility may be delegated by the Personnel Director to the Personnel Officer. Employment shall be in accordance with the provisions of the Personnel Policy Manual.

5.2. Separation

An employee's termination date for all purposes will be the last day actually worked. Any accrued vacation leave will be paid in the employee's final pay check or in a supplemental paycheck at a later date. An employee may be separated from the service of the Village of Wheeling by any one (1) of six (6) different methods as described below:

- (a) **Voluntary Resignation.** Employees who voluntarily leave the Village service shall give advance written notice of not less than fourteen (14) calendar days. Accrued vacation time, sick time or paid leave shall not be used during this advance notice period. Failure to comply with this rule shall be entered on the service record of the employee and shall result in the forfeiture of all vacation pay and a denial of re-employment rights. The Chief of Police, with the approval of the Personnel Director, may waive this requirement if, in his judgment, exceptional circumstances warrant such exemption. No demand or request of an employee by any person in authority to sign an undated resignation shall be allowed. Employees who provide the appropriate advance notice of termination of employment shall be entitled to accrued benefits.
- (b) **Involuntary Resignation.** An employee who, without valid reason, fails to report to work for three (3) consecutive work days without notifying his superior shall be separated from payroll and reported as an involuntary resignation. Said employee shall forfeit all accrued benefits.
- (c) **Layoff (Furlough, Reduction in Force).** A layoff may occur as a result of the elimination of services, change of work methods, or the reduction in number of personnel. Principles of merit, skill, and seniority shall be utilized in determining the order in which employees shall be laid off. Where merit and skill are equal, seniority shall be used to determine the order in which employees shall be laid off.

If an employee is scheduled to be laid off, he may be offered a demotion to a lower classification if a vacancy exists and he is qualified to fill the position in the lower classification. Prior to a reduction in force, the names and class titles of any and all regular employees scheduled for layoff shall be submitted to the Personnel Director for review. Employees to be laid off shall be notified in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

- (d) Disability. The Village may direct any employee to be examined by a physician employed by the Village. The Village will comply with the requirements of the Americans with Disabilities Act (ADA), as may be amended from time to time, in the event it is determined that the employee has a disability under the ADA.
- (e) Loss of Acceptable Position Requirements. Any employee who is unable to adequately perform the duties and responsibilities of his position because of loss of a necessary license or other requirement for such position shall be separated through the layoff procedure. Upon re-certification or re-licensing, the employee shall have the right to be rehired to fill the next available vacancy in that classification. An employee who loses a necessary license or other requirement for his position may be offered a demotion to a lower classification if a vacancy exists and he is qualified to fill the position in the lower classification.
- (f) Discharge. Employees possess no right to continued employment with the Village of Wheeling, the relationship being deemed as employment-at-will, and may be discharged with or without cause at the discretion of the Personnel Director, except that the discharge may not be arbitrary or capricious. The Personnel Director's determination to discharge an employee shall be final and conclusive and not subject to review.

Although an employee is not entitled to a hearing or review in connection with his discharge, the Personnel Director shall, at the written request of the employee, provide the employee a written statement setting forth the reason(s) for discharge. Unless specifically authorized in writing by the employee, such written statement shall not be disclosed by the Village.

5.3. Effects of Outsourcing – Radio Operators

In the event the Village of Wheeling, in the exercise of its sole discretion, makes a final decision to subcontract or privatize work which was being performed by radio operators and such decision directly leads to the layoff of all full-time radio operators in the bargaining unit, the Village of Wheeling shall provide the employees with a thirty (30) calendar day notice (or pay in lieu of notice at its discretion). The Village of Wheeling will work with the new employer engaged to provide dispatching services of the Village to place laid off workers with that new employer, but cannot guarantee hire by the new employer. The laid off radio operators shall be eligible to apply for open positions within the Village of Wheeling. The Village agrees to provide the following to the laid off radio operators, except that those radio operators who are placed with the new employer to provide dispatching services or who are offered and accept a different position with the Village of Wheeling are not eligible for these severance benefits:

1. Subject to a \$15,000 cap for any one radio operator, pay the radio operator an amount equal to forty (40) hours of compensation for every year of completed full time service to the Village of Wheeling as a full-time radio operator at the time of layoff, with a minimum amount equal to one hundred and twenty (120) hours. Payment shall be subject to all normal withholdings.

2. Upon presentation of receipt or other proof of purchase, reimbursement for the cost of the COBRA insurance premium for up to two (2) months at the coverage level in which the radio operator is enrolled at the time of layoff.
3. Pay the radio operator for earned but unused vacation, holiday or compensatory time to date, and any other applicable benefit time or reimbursement owed at the time of separation, subject to all normal withholdings.
4. Upon request, provide a neutral employment reference letter.
5. Upon request, provide affected laid off radio operators with available copies of training certificates and other awards earned while employed by the Village.

In exchange for the foregoing, the CCPA Union waives any right to bargain over the impact or effects of any decision the Village may make to contract out, subcontract or privatize work performed by the bargaining unit members, including but not limited to the layoff of such employees.

5.4. Re-employment

- (a) An employee who has been laid off, who has been on a permanent leave of absence, or whose position has been allocated to another classification, shall be placed on a re-employment list for the first available assignment to a position in the classification and department in which he was assigned prior to being placed on the re-employment list.
- (b) An employee whose name appears on a re-employment list may be re-employed to any vacant position for which he is qualified.
- (c) Names shall be removed from the re-employment list when:
 1. The employee is appointed from the re-employment list;
 2. The employee waives an offer of re-employment;
 3. The employee's name has remained on the re-employment list for twelve (12) months; or
 4. The employee has been reinstated in accordance with the rules on reinstatement.

**ARTICLE VI
PERFORMANCE EVALUATIONS**

6.1. Objective

- (a) A formalized program for evaluating the work performance of all employees in the Village's service shall be maintained. The Personnel Director, in cooperation with the Police Chief, will administer a system of rating employees' performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties, and other characteristics which measure the value of the employee.
- (b) The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the Village. The job performance evaluation will be discussed with the employee involved. The employee will have the space provided and the right to comment on the rating. The employee as well as all individuals involved in the rating process will be required to sign and date the form. A copy will be forwarded to the employee.
- (c) Performance evaluation may also be used in determining dismissal; as a basis for salary increases or decreases; as a factor in determining order of layoff; as a basis for training, promotions and demotions, and transfers.

6.2. Procedure

- (a) The Police Chief or his designees shall prepare on forms prescribed by the Police Department, records of the performance of each employee. Job performance evaluations shall be conducted prior to the anniversary date of the employee. In the event an employee's performance evaluation is completed after the corresponding anniversary date, the Village may grant the employee a merit pay adjustment retroactive to the corresponding anniversary date.
- (b) The Personnel Director may make exceptions to the performance evaluation procedure where appropriate.

**ARTICLE VII
DISCIPLINE**

7.1. General Provisions

Disciplinary action shall be imposed by the Chief of Police or by the Personnel Director, as appropriate, under the particular circumstances presented, in the sole judgment and determination of the disciplining authority, unless such action is arbitrary or capricious. Disciplinary action imposed by the Chief of Police may be grieved through procedures set forth in the Personnel Policy Manual of the Village of Wheeling. An employee is not entitled to a hearing or review in connection with discipline imposed by the Personnel Director. The Personnel Director shall, however, at the written request of the employee,

provide the employee with a written statement setting forth the reason(s) for the discipline.

(a) Pre-disciplinary Meeting for Radio Operator

Before discipline is imposed, a pre-disciplinary meeting may be held at the request of the radio operator to provide the accused radio operator an opportunity to present facts that he may deem appropriate to the Chief to clarify the member's actions regarding an incident in question. The radio operator may waive the meeting and has the option to have a union representative present during the meeting.

7.2. Types of Discipline

The following forms of disciplinary action, without limitation, may be imposed on or against employees:

(a) By the Chief of Police:

1. Reprimand, verbal or written;
2. Suspension for three (3) working days or less, without pay, subject to the approval of the Personnel Director.

(b) By the Personnel Director:

1. Reprimand, verbal or written;
2. Demotion;
3. Suspension without pay, not to exceed sixty (60) working days;
4. Discharge;
5. Involuntary resignation, for failure to report to work for three (3) consecutive days without authorized leave.

7.3. Union Representation

The Village recognizes that the Association shall have the right to represent employees to the extent required by law.

**ARTICLE VIII
GRIEVANCES**

8.1. Definition.

The term "grievance," as used herein, means a claim by an employee or group of employees that the Village has violated a specific provision of this Agreement.

8.2. Procedure.

Grievances shall be settled in accordance with the following procedure:

- (a) Pre-grievance interview – Immediate Supervisor: Employee shall request a pre-grievance interview with his immediate supervisor within ten (10) calendar days of the incident at which time the situation will be discussed for the purpose of determining whether a successful resolution is possible before a grievance is filed.
- (b) Step 1 – Chief of Police: In the event that the issue cannot be resolved by the immediate supervisor, within seven (7) calendar days of the pre-grievance interview, the employee shall put the grievance in writing and submit it to the Chief of Police. The Chief of Police shall meet with the supervisor and employee within seven (7) calendar days of receipt of the written grievance at Step 1, and shall issue a written decision within seven (7) calendar days of the Step 1 grievance meeting.
- (c) Step 2 – Village Manager: The employee may appeal the decision of the Chief of Police to the Village Manager within seven (7) calendar days from receipt of the Step 1 response. The Village Manager, or his designee, will promptly schedule a meeting with the employee and/or his representative and give a written answer within seven (7) calendar days following the meeting.
- (d) The Village Manager’s decision in the matter is final and the employee will be notified of this final decision.
- (e) Nothing set forth herein shall be deemed a waiver of an employee’s rights provided by law.

ARTICLE IX DUES, CREDIT UNION, DEDUCTIONS

9.1. Dues Deduction

Upon receipt of a signed authorization from an employee as set forth in the form attached to this Agreement (Appendix G), the regular monthly dues (uniform in dollar amount) of the Association shall be deducted from such employee’s pay. The Financial Officer of the Association shall notify the Village of Wheeling Finance and Administrative Services Director (with a copy to the Personnel Director) by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the first and second pay day of each month and shall be remitted promptly to the Financial Officer of the Association.

9.2. Credit Union Deduction

Upon receipt of a signed authorization from an employee on the form set forth by the Village of Wheeling and attached to this Agreement, the Village will deduct an amount of money each pay period as determined by the signed authorization on file with the Village Finance Department and will remit said monies promptly to the Financial Officer of the Village approved credit union.

9.3. Fair Share

This clause shall not apply to bargaining unit employees who were not dues paying members of the CCPA on the date this Agreement was executed, but shall apply to all other bargaining unit employees.

During the term of this Agreement, employees who do not choose to become dues paying members of the CCPA shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the CCPA for collective bargaining and contract administration services rendered by the CCPA as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the CCPA. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the CCPA. The CCPA shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the CCPA and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The CCPA agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the CCPA agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the CCPA with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the CCPA. If the affected non-member and the CCPA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

9.4. Indemnification

The Association shall indemnify, hold harmless, and pay for the defense of the Village, its employees, agents and employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Village on any employee, agent, or employee of the Village for the purpose of complying with the provisions of this Article.

ARTICLE X SOLICITATION POLICY

10.1. No Solicitation Provisions

- (a) Employee solicitation. Solicitations by employees seeking payments, contributions, memberships, signatures, funds and other similar solicitations or the distribution of non work related literature by employees will not be permitted during the working time of any employee involved in the solicitation and/or distribution. Solicitation or distribution by employees on non-working time in a manner that disturbs other employees performing work or is otherwise disruptive of the performance of the Village's work will not be permitted. Distribution of non work related literature by employees will not be permitted in working areas at any time.
- (b) Non-employee solicitation. Solicitation or distribution by non-employees will not be permitted:
 - 1. During the working time of an employee receiving the solicitation or distribution;
 - 2. At any time in areas not open to the public or in public areas where such activity is inconsistent with the intended and normal use of the area; or
 - 3. In a manner which disturbs employees who are working.

10.2. Use of Bulletin Boards

The posting of non work related materials or literature on Village of Wheeling bulletin boards used for Village of Wheeling business is prohibited. The Village shall provide an area to the Association where the Association may locate a bulletin board of not more than twelve (12) square feet for the posting of Association information.

10.3. Working Time, Definition

“Working time” for purposes of this Article does not include break time, lunch periods, or other periods where employees are not required to be performing their job functions. “Working time” does include the times when employees are required to be engaged in work tasks and covers both the employee engaged in solicitation or distribution of literature and the employee to whom the solicitation or distribution is directed.

**ARTICLE XI
USE OF PUBLIC PROPERTY**

11.1. Vehicles, Equipment, Materials or Property

No employee shall request or permit the use of Village owned vehicles, equipment, materials, or property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as Village policy for the use of such employee in the conduct of Village business.

11.2. Telephone

Departmental telephone equipment may not be used indiscriminately for the transmission of private messages. Long distance may only be made in accordance with Departmental procedures.

**ARTICLE XII
ETHICS CODE**

All employees shall be bound by the Village of Wheeling's Ethics Ordinance, Title 2, Chapter 2.06 of the Wheeling Municipal Code (attached as Appendix H).

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

13.1. Discrimination

In accordance with applicable legislation, neither the Village nor the Association shall discriminate against any employee in a manner prohibited by law because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, handicap or disability, military status, unfavorable discharge from military service, or any other characteristic that is currently protected by applicable law. All employees are required to report to the Personnel Director via the chain of command, in writing, any knowledge of such discrimination. All evidence of such discrimination brought to the attention of the Personnel Director will result in an immediate investigation.

13.2. Lunch Periods

Radio Operators. When and if time permits, a radio operator will be allowed one thirty (30) minute lunch break and one fifteen (15) minute coffee break per scheduled shift.

Radio Operators will be allowed to take their half hour lunch break outside the Radio Room under the following circumstances:

1. There are two (2) Radio Operators on duty.
2. The volume of activity does not require two (2) Radio Operators.

Lunch breaks must be taken within the building and the Radio Operator will be required to take a portable radio along to monitor activity. If activity increases, the Radio Operator must return to the Radio Room.

Radio personnel will be limited to taking cigarette breaks on their one (1) fifteen (15) minute break and during lunch, or any combination of breaks not to exceed forty-five (45) minutes.

Records Clerks. Records clerks will be allowed one (1) unpaid thirty (30) minute lunch break per scheduled shift.

Records personnel will be limited to taking cigarette breaks during their lunch break or in lieu of the one thirty (30) minute lunch break, or any combination of breaks not to exceed thirty (30) minutes.

Any additional breaks taken must be approved by the appropriate supervisor. An attendance report must be submitted designating whether Vacation or Comp time is being utilized for any additional break. One (1) attendance report may be submitted for additional breaks taken in one (1) shift.

Community Service Officer. CSOs will be allowed one thirty (30) minute lunch break per scheduled shift. Scheduling of lunch and breaks shall be in accordance with the Rules and Regulations of the Police Department.

13.3. Scheduling

The Village shall attempt, when practicable, to give radio operators priority to work during staffed periods. Nothing set forth herein however, shall be construed as a guarantee that radio operators shall be granted priority for such periods of time.

13.4. Recitals

The recitals to this Agreement are referred to and incorporated herein by reference.

13.5. Savings Clause

If any provision of this Agreement is subsequently declared to be unlawful, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

13.6. Gender

References made herein to the masculine or feminine shall each apply to the other gender.

13.7. Savings for Post-Retirement Medical Costs/VEMA

(a) The Village shall cooperate with the Union to establish a VEMA Account Plan through the auspices of IPPFA. The Village will pay any start-up fees up to a

total of \$1,250. Thereafter, participating employees or the Union will pay any remaining costs.

- (b) The Village agrees to make pre-tax payroll deductions for participants, as provided for in the Plan. The Village will permit variation in deductions between employees and over time for the same employees only as permitted in the then current Plan and by law.
- (c) Employees shall contribute unused sick days to VEMA in accordance with VEMA rules and subject to the following limitations: employees with at least 500 hours of accrued sick leave may contribute 1 sick day; employees with at least 750 hours of accrued sick leave may contribute 2 sick days and employees with at least 1,000 hours of accrued sick leave may contribute 3 sick days. The level of accrued sick leave will be determined as of May 1 for contributions in that contract year. The amount contributed will be 100% of the pay the employee would receive for the sick day the year it is contributed.
- (d) Any sick days contributed to the VEMA plan will not count as banked hours for purposes of the SLDPA or any other purpose.
- (e) Upon retirement, the participant shall convert the SLDPA balance into VEMA in accordance with VEMA rules.
- (f) The Village shall have no further responsibility for the operation of the VEMA Plan and is not a guarantor of its benefits to individual employees. The Union and the VEMA Fund agree to indemnify and hold the Village harmless for any claims, taxes, withholding, penalties or other amounts relating to the VEMA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

VILLAGE OF WHEELING

By: _____

Attest: _____

Date: _____

C.P.A. CHAPTER-WHEELING COMMUNICATIONS
PERSONNEL RECORDS CLERKS/CSOs

By: _____
Assn. Representative

Date: _____

ATTEST:

By: _____
Assn. Representative

Side Letter of Agreement between the Village of Wheeling and the CCPA, Wheeling Chapter – Radio Operators concerning Communications Team Leader, Communications Assistant Team Leader and Dispatcher in Charge

The Village of Wheeling and the Combined Counties Police Association , Wheeling Chapter, enter into this agreement, which shall apply to radio operators assigned to the below listed assignments.

Team Leader

Team Leader: A Radio Operator may be assigned by the Chief of Police and or the Communications Director to serve in the position of Team Leader. The designation of Team Leader shall be considered an assignment. Any radio operator so assigned shall serve entirely at the pleasure of the Chief of Police and or the Communications Director. Any radio operator so assigned shall receive a stipend at the rate of \$333 per month.

Assistant Team Leader

Assistant Team Leader: A Radio Operator may be assigned by the Chief of Police and or the Communications Director to serve in the position of Assistant Team Leader. The designation of Assistant Team Leader shall be considered an assignment. Any radio operator so assigned shall serve entirely at the pleasure of the Chief of Police and or the Communications Director. Any radio operator so assigned shall receive a stipend at the rate of \$167 per month.

Assistant Team Leader assignments if any may not be made before early 2015 in conjunction with the 2015/2016 shift selection process. Until such time as any Assistant Team Leader assignments are made, the Dispatcher in Charge will take the place of the Assistant Team Leader. Prior to the start of shift selections for the 2015/2016 calendar year, both parties will meet if needed and discuss the implementation process for the position of Assistant Team Leader.

Dispatcher in Charge

Dispatcher in Charge: When a Radio Operator is assigned by the Chief of Police and or the Communications Director to serve in the position of Dispatcher in Charge, that Radio Operator will be paid an additional one (1) hour of overtime at their pay level for that work day, provided that the Radio Operator works as Dispatcher in Charge for a full shift (8.5 hrs). If a Radio Operator is hired back at an overtime rate for a full shift (8.5 hrs) and is also assigned as the Dispatcher in Charge, that Radio Operator will not receive the additional one (1) hour of overtime pay tied to that assignment. Normally, the Dispatcher in Charge will be assigned based on the most Senior Radio Operator working at that time. However, the Chief of Police and or Communications Director may assign a less senior Radio Operator in the event that the more senior Radio Operator is deemed by the Chief of Police and or Communications Director to be unfit to serve as Dispatcher in Charge. If for some reason the most Senior Radio Operator does not want the responsibility of being the Dispatcher in Charge the Director will then move on to the next most Senior Radio Operator working at that time.

Side Letter of Agreement between the Village of Wheeling and the CCPA, Wheeling Chapter – Radio Operators concerning Communications Team Leader, Communications Assistant Team Leader and Dispatcher in Charge

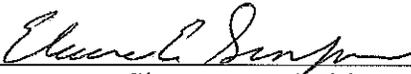
This agreement shall become effective upon its execution.

For the Village:



Signature and Title

1/12/15
Date

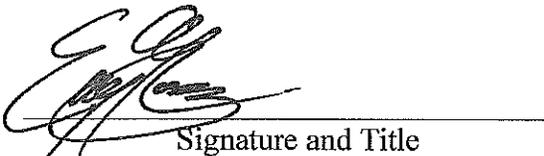


Signature and Title

1/12/15
Date

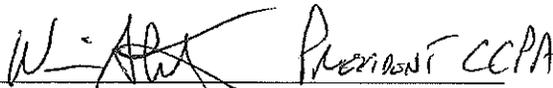


For the Association (CCPA)



Signature and Title

12/23/14
Date



Signature and Title

12/23/14
Date

Signature and Title

Date

SIDE LETTER OF AGREEMENT

Retired officers who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

Retired officers who have retired after August 7, 1995, were hired prior to August 15, 1981, and are being provided health insurance benefits through the Village may receive Single + 1 or Family coverage provided the retiree pays all premiums for dependant coverage and the retiree pays the same rate for single coverage as active employees.

The parties agree that neither this side letter nor the matters contained herein shall be used in any future negotiations or in any arbitration proceeding as evidence of a negotiated precedent or a past practice.

Agreed to this 13th day of December, 2004.

FOR THE ASSOCIATION:



FOR THE VILLAGE:



Side Letter of Agreement

The Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, enter into this agreement, which shall apply to all active employees and retired bargaining unit members, having retired in good standing, employed on or before August 15, 1981.

The parties agree that when a retiree becomes Medicare eligible, the retiree shall apply for same and when the spouse becomes Medicare eligible, the spouse shall apply for same. If the retiree and spouse are covered by the Village's group health insurance program when the retiree becomes Medicare eligible and the spouse is not Medicare eligible, the retiree shall choose one of the following two options with respect to the premium he or she pays for his or her spouse's coverage.

The retiree may either (1) continue for as long as the retiree and spouse participate in the Village's group health program to pay, for their spouse's coverage, the difference between the rate paid by active employees for Single coverage and the rate paid by active employees for Single & One Dependant coverage (see attached sheets for illustration), or (2) pay for their spouse's coverage the difference between the rate paid by Medicare eligible active employees for Medicare Single coverage and the rate paid for Medicare eligible active employees for Medicare Single/Active Single coverage (see attached sheets for illustration), until the spouse becomes Medicare eligible, and then pay the lower Medicare Single rate.

At least 120 days but no greater than 180 days prior to the retiree becoming Medicare eligible, the Village will notify the retiree of the above plan options. At least 45 days prior to becoming Medicare eligible, the retiree shall make an irrevocable election (between option 1 and option 2) and notify the Village in writing of same. Failure of the retiree to make a timely election shall result in the Village making the election.

The Village will notify the retiree by certified mail, return receipt requested, to the last mailing address provided by the employee. It shall be the obligation and responsibility of the retiree to provide the Village with his or her last mailing address.

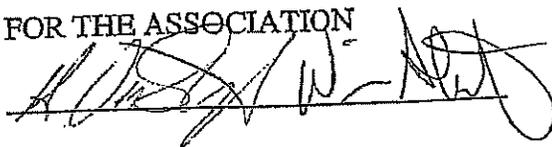
In addition, if the retiree is required to pay a portion of the Village's group health program premium for his or her own coverage, the retiree's share of the premium shall be based on the rate paid by active employees for Single coverage if he or she is not Medicare eligible, or the Medicare Single rate if he or she is Medicare eligible.

If the retiree is not Medicare eligible and dies before his or her spouse, the spouse may elect to continue coverage with the Village's group health program if mandated by State or Federal law. The rate the spouse pays shall be based on the rate paid by active employees for Single coverage. When Medicare eligible, the spouse will pay the Medicare single premium; however, if the retired employee was Medicare eligible and was participating in option 1, then the spouse shall continue with that plan as outlined above.

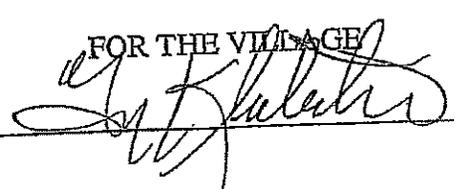
This agreement shall become effective upon its execution.

Agreed to this 13 day of December, 2004.

FOR THE ASSOCIATION



FOR THE VILLAGE



SIDE LETTER ILLUSTRATION OF HEALTH COSTS

COVERAGE	2004-2005 RATES*
-----------------	-----------------------------

HMO - All Employees

Single	\$324.56
Single & One Dept.	\$675.64
Family	\$1,077.58
Medicare Single	\$276.94
Medicare Single + 1	\$553.60

PPO - PW Union & Non Union Employees

Single	\$655.16
Single & One Dept.	\$1,025.22
Family	\$1,228.25
Medicare Single	\$297.34
Medicare Single/Active Sing	\$925.18
Medicare Family	\$567.33

PPO - Police Union

Single	\$638.43
Single & One Dept.	\$997.39
Family	\$1,194.33
Medicare Single	\$291.35
Medicare Single/Active Sing	\$900.35
Medicare Family	\$553.24

PPO - Fire Union

Single	\$657.27
Single & One Dept.	\$1,027.33
Family	\$1,230.36
Medicare Single	\$299.45
Medicare Single/Active Sing	\$927.29
Medicare Family	\$569.44

***NOTE: THESE RATES WILL CHANGE EACH HEALTH INSURANCE PLAN YEAR.**

ILLUSTRATION OF PLAN OPTIONS

The following formula illustrates how the two (2) plan options will be implemented once the retiree reaches Medicare age. To determine the monthly cost to cover his/her spouse under the Village's medical plan, the retiree need only apply the formula (below) for the option they have chosen. It should be noted that the monthly cost to the retiree will change as premiums increase or decrease July 1st of each plan year. The Village will provide the new insurance rates to the retiree by July of each plan year.

OPTION #1:

PPO & HMO PLANS

Subtract the Single Premium from the Single & One Dependent Premium:

(minus) Single & One Dependent Premium
(equals) Single Premium
Cost for the retiree to cover his/her spouse.

OPTION #2:

PPO PLAN

Subtract the Medicare Single Premium from the Medicare Single/Active Single Premium:

(minus) Medicare Single/Active Single Premium
(equals) Medicare Single Premium
Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

HMO PLAN

Subtract the Medicare Single Premium from the Single & One Dependent Premium:

(minus) Single & One Dependent Premium
(equals) Medicare Single Premium
Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

APPENDIX A

WAGE COMPENSATION - COMMUNICATIONS PERSONNEL

The following base salary schedule shall be in effect for communications personnel from the effective date of this contract (adjustments for contract years covering May 1, 2016 through April 30, 2019 are slightly less than adjustments for other positions due to the quid pro quo for the inclusion of Section 5.3):

SALARY SCHEDULE – COMMUNICATIONS PERSONNEL								
Base Salary in Effect May 1, 2016								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
55,357	57,498	59,721	61,939	64,237	66,620	69,092	71,657	74,325
Base Salary in Effect May 1, 2017								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
56,603	58,792	61,065	63,332	65,682	68,119	70,647	73,269	75,997
Base Salary in Effect May 1, 2018								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
58,018	60,261	62,592	64,916	67,324	69,822	72,413	75,101	77,897

APPENDIX B

WAGE COMPENSATION - RECORDS CLERKS

The following base salary schedule shall be in effect for records clerks for the period from the effective date of this agreement:

SALARY SCHEDULE – RECORDS CLERKS						
Base Salary in Effect May 1, 2016						
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
44,517	46,859	49,326	51,787	54,383	57,099	59,875
Base Salary in Effect May 1, 2017						
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
45,630	48,030	50,559	53,082	55,743	58,526	61,372
Base Salary in Effect May 1, 2018						
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
46,885	49,351	51,950	54,542	57,276	60,136	63,060

APPENDIX C

WAGE COMPENSATION - COMMUNITY SERVICE OFFICERS

The following base salary schedule shall be in effect for community service officers from the effective date of this contract:

SALARY SCHEDULE – COMMUNITY SERVICE OFFICERS							
Base Salary in Effect May 1, 2016							
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
45,247	47,628	50,135	52,646	55,278	58,039	60,939	63,989
Base Salary in Effect May 1, 2017							
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
46,378	48,818	51,388	53,962	56,660	59,490	62,463	65,588
Base Salary in Effect May 1, 2018							
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
47,653	50,161	52,801	55,446	58,218	61,126	64,181	67,392

APPENDIX D

**WAGE COMPENSATION – PROPERTY EVIDENCE OFFICER AND CSO – INFO
TECHNICIAN**

The following base salary schedule shall be in effect for property evidence officers and the CSO – Info Tech from the effective date of this contract:

SALARY SCHEDULE - EVIDENCE/PROPERTY CONTROL OFFICER AND CSO-INFO TECHNICIAN								
Base Salary in Effect Upon Settlement								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
54,467	57,863	61,472	65,094	68,919	72,965	76,786	81,790	86,541
Base Salary in Effect May 1, 2017								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
55,829	59,310	63,009	66,721	70,642	74,789	78,705	83,835	88,704
Base Salary in Effect May 1, 2018								
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
57,364	60,941	64,742	68,556	72,585	76,845	80,870	86,140	91,144

APPENDIX E

SCHEDULE OF BENEFITS

Major Medical Coverage

Maximum Lifetime Benefit

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits 45*

- inpatient, number of days 10*

two days of partial hospitalization will
be considered the same as one day of
inpatient hospital confinement

- All Benefits Paid \$3,000,000, or the
amount provided by applicable law, whichever is higher.

Maximum Annual Benefit

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits 25*

Maximum Annual Out-of-Pocket Expense

- Individual \$1,500

- Family \$3,000

Out-of-pocket expense is the plan deductible and percentage of covered expenses that you or your covered dependent pays. If the individual out-of-pocket maximum is reached during a benefit period, the benefit percentage is 100% for covered expenses incurred by that person for the rest of the benefit period. If the family maximum is reached during a benefit period, the benefit percentage is 100% for you and all your covered dependents for the rest of that benefit period. The benefit percentage for outpatient mental health and any unauthorized treatment or services will not apply to the out-of-pocket maximum and will not increase to 100% regardless of satisfying the out-of-pocket maximum.

Benefit Period Calendar Year

Deductible

- Individual \$400

- Family \$800

- Accumulation Period 12 months

Eff 1/1/17

\$550

\$1,100

SCHEDULE OF BENEFITS

Benefit Percentage	Network	Non-Network
- Hospital Expenses	90%	60%
- Surgery Expenses	90%	60%
- Mental Health, Alcoholism and Chemical Dependency Treatment —		
- inpatient expenses	90%	60%
- outpatient expenses	90%	60%
- All Other Covered Expenses	90%	60%

Prescription Drug Program

Prescription Drug Co-Pay

\$10.00/\$20.00/\$35.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$40.00/\$70.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay Program.

Effective July 1, 2016

Prescription Drug Co-Pay

\$10.00/\$30.00/\$50.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$60.00/\$100.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay Program.

Newborns and Mothers Health Protection Act

Group health plan issuers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from a plan issuer for prescribing a length of stay not in excess of the above. Stays beyond the mandated two day stay after normal vaginal delivery or four day stay after cesarean delivery are subject to the preauthorization requirements of the plan, if any.

Covered Expenses

Covered expenses are limited per benefit period as shown below and subject to deductible and/or benefit percentages, if any.

Extended Care Facility Expenses

- maximum number of days 60*

Hospice Care Expenses

- maximum number of days 26*

All Other Covered Expenses Reasonable and customary charge

Family Wellness Care

- Per Person (Preventative Care/No Deductible/Not Subject to Maximum Out of Pocket - \$250.00 (Benefit Percentage: 100%)*

Well Child Care

- Per Child (Preventative Care & Immunizations/No Deductible/Not Subject to Maximum Out of Pocket) - \$250 (Benefit Percentage: 100%)*

Vision Care

- Per Person (Preventative Care & Optical Devices/No Deductible/Not Subject to Maximum Out-of-Pocket) - \$200 (Benefit Percentage: 100%)

Advanced Procedures (Transplants)

Procedures done at an Advanced Procedures DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses 90%

Procedures done at a NON-DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage

. same as any other surgery

*Limits are as stated or the amount provided by applicable law, whichever is higher.

Nothing in this Agreement or this Appendix E shall prevent the Village from implementing changes required under federal or state healthcare legislation.

EMPLOYEE RIGHTS AND RESPONSIBILITIES APPENDIX F UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week 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.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

APPENDIX G

**AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION
DUES AND ASSESSMENTS**

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the CCPA - Wheeling Chapter Communications Personnel/Records Clerks/Community Service Officers and remit said amounts to the Association.

I understand that this check-off authorization cannot be canceled by me unless I give written notice to the Village and the Association between ninety (90) and forty-five (45) days prior to the expiration date of the contract.

Print Name

Signature

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.D

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 23, 2016

TITLE OF ITEM SUBMITTED: Resolution Affirming an Agreement between the Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, Sergeants for the Period May 1, 2016 through April 30, 2019

SUBMITTED BY: Michael A. Crotty, Assistant Village Manager/
Director of Human Resources

BASIC DESCRIPTION OF ITEM¹: A resolution approving the provisions of the collective bargaining agreement for the period described above for Police Sergeants represented by the CCPA, Wheeling Chapter.

BUDGET²:

BIDDING³:

EXHIBIT(S) ATTACHED: Executive Summary memorandum, resolution and contract.

RECOMMENDATION: Staff recommends adoption of the resolution.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Michael A. Crotty, Assistant Village Manager/Director of Human Resources
DATE: May 18, 2016
SUBJECT: Proposed CCPA Agreements

EXECUTIVE SUMMARY

The Village has concluded collective bargaining with the Combined Counties Police Association, Wheeling Chapter, and staff recommends that the Village President and Board of Trustees adopt the requisite resolutions affirming the resulting agreements for the Police Officer, Police Sergeant and Police Non-Sworn Employee bargaining units.

Attached for presentation to the Village President and Board of Trustees are the collective bargaining agreements negotiated with and ratified by the CCPA. The bargaining units ratified the agreements on May 13, 2016, and the following is a listing of changes:

Economic Items:

1. *Term of Agreement:* 3 year contract from May 1, 2016 through April 30, 2019.
2. *Wages (all represented positions except for radio operators):* 2.5% increase effective on May 1, 2016, 2.5% increase effective on May 1, 2017, and 2.75% increase effective on May 1, 2018.
3. *Wages (radio operators):* 1.25% increase effective on May 1, 2016, 2.25% increase effective on May 1, 2017, and 2.50% increase effective on May 1, 2018.
4. *Wages:* Implement a new, lower Step 1 for Patrol Officer, and new, lower Steps 1 and 2 for all non-sworn positions (Radio Operator, CSO, Records Clerk and Property Evidence Officer), thereby increasing the number of years to top step and decreasing starting pay.
5. *Insurance:*
 - a) Effective July 1, 2016, increase the employee contribution to premium from 10% to 12% for both HMO and PPO options.
 - b) Effective July 1, 2016 for the HMO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively; and increase the office visit co-pay from \$10 to \$20.

- c) Effective July 1, 2016 for the PPO option, increase prescription drug co-pays from \$10/\$20/\$35 to \$10/\$30/\$50 (double for 3-mo mail order supply) for generic, formulary and non-formulary, respectively.
 - d) Effective January 1, 2017, for the PPO option, increase deductibles from \$400/\$800 to \$550/\$1,100 for single/family coverage, respectively.
6. *Uniform Allowance:* Effective January 1, 2017: increase the annual uniform allowance for Patrol Officer/Sergeant, and Detective/Detective Sergeant from \$595 and \$620, respectively, to \$750 across the board; and increase the annual uniform allowance for Radio Operator and CSO from \$375 and \$575 to \$400 and \$600, respectively.
 7. *Corporal Pay:* Increase corporal stipend from \$400 per month to \$500 per month.
 8. *Holiday Time Sell-Back (non-sworn):* Reduce the number of holiday hours that CSOs may sell back at the end of a contract year from 72 to 60, consistent with the sworn contracts.
 9. *SLDPA (radio operators):* Eliminate the SLDPA benefit for all existing and future radio operators, except for one operator who has announced and is due to retire in June of 2016 (this was negotiated along with lower wages for radio operators as an exchange for a new provision on severance in the event that the dispatch center is closed down).
 10. *Effects of Outsourcing (Radio Operators):* In exchange for lower wages and the elimination of SLDPA for radio operators, include new language that establishes benefits to be received by radio operators in the event that the Village decided to no longer provide dispatching services. Primary benefits include payment of 40 hours compensation for each year of completed full time service as a full-time radio operator with a minimum of 120 hours (equivalent to 3 years) and a dollar cap of \$15,000, and reimbursement for up to two months of COBRA insurance premium (payable upon presentation of receipt that the laid off radio operator purchased the insurance). This would not be available to radio operators who are placed with the agency who takes on Wheeling's dispatching role, or to radio operators who are offered and accept any other position with the Village. Finally, the language comes with a waiver of any right to bargain over the impact or effects of any decision the Village makes to contract out, subcontract or privatize this work.
 11. *Overtime and Additional Compensation (Radio Operator):* Include new language that clearly establishes the authority and overtime exemptions under the FLSA upon which the radio operators work their current schedule.

Non-Economic Items:

1. *Secondary Employment (sworn):* No change to contract language which already provides that secondary employment is subject to Police General Order, but agreement that the Village will allow officers to work for other municipal police departments on their off hours in a regular part-time capacity only.
2. *Secondary Employment (sworn):* For extra duty assignments, new language that gives the Police Chief the right to assign Extra Duty (e.g. special detail requested by outside groups) in the event no one volunteers, and that limits Extra Duty assignments only to those in ranks up to Sergeant.
3. *Pre-Disciplinary Meeting (non-sworn):* New language consistent with existing language in the sworn contracts that provides the non-sworn represented employees an opportunity, upon request, to meet with the Chief or his designee before discipline is imposed.
4. *Selection of Vacation (Sergeants):* Clarifying language consistent with existing language in the Patrol Officer contract that Sergeants complete vacation selection before Patrol.
5. *Duty Trades (Radio Operators):* Inclusion of language memorializing the existing practice of duty trades between Radio Operators.

6. *Duty Trades*: Delete an existing requirement that the duty trade must be completed within 28 days from the first trade.
7. *Uniform Account System (Civilian Contract)*: Amend the language to provide that the uniform credit is given at the beginning of the calendar year rather than contract year, consistent with practice and the sworn contracts.
8. *Election of Disciplinary Procedures (sworn contracts)*: Reduction in the amount of time that an employee has to notify the Village whether he chooses to have his discipline due process handled by the BOFPC or an arbitrator from 21 days down to 7 days.
9. *Grievance and Arbitration Option (sworn contracts)*: New language that clearly establishes that if an employee elects arbitration for his due process right, then the discipline sought by the Police Chief is to be implemented at that time.

In addition, there are a couple of provisions that have been revised under the heading of “clean-up” to remain consistent with current law (e.g. deletion of outdated maternity leave and pay day language, and correcting misstated practice with respect to the work schedule for CSOs). If you have questions, please let me know. Red-line versions are available if you or the Board would like to see them. I understand that the Village Board will consider approval of these contracts on May 23, 2016.

/mac
attachments

RESOLUTION NO. 16-_____

A RESOLUTION AFFIRMING AN AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE COMBINED COUNTIES POLICE ASSOCIATION, WHEELING CHAPTER, SERGEANTS FOR THE PERIOD MAY 1, 2016 THROUGH APRIL 30, 2019

WHEREAS, the Combined Counties Police Association, a labor organization comprised of and representing all sworn police officers with the rank of sergeant, but excluding all sworn police officers who are supervisory, managerial, confidential, clerical or short-term employees (officers with the rank of Commander or above) within the Police Department, has been formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has met with the duly authorized representatives of the CCPA; and

WHEREAS, the Village and the representatives of the CCPA have negotiated and agreed to the terms and conditions of salaries, fringe benefits and working conditions for the above mentioned members of the Combined Counties Police Association for the period of May 1, 2016 to and including April 30, 2019 as attached.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the provisions of the collective bargaining agreement effective May 1, 2016 through April 30, 2019 are approved, subject to attorney review, and the Village President is authorized to execute said agreement.

BE IT FURTHER RESOLVED, that the necessary appropriations shall be made to effectuate the terms of this agreement.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of May, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND THE
COMBINED COUNTIES POLICE ASSOCIATION, SERGEANTS,
WHEELING CHAPTER,**

FOR THE PERIOD OF MAY 1, 2016 THROUGH APRIL 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
GENERAL TERMS.....	1
1.1 Recognition	1
1.2 Scope of Agreement.....	1
1.3 Rights of Management.....	2
1.4 Agreement.....	3
 ARTICLE II	
DIRECT COMPENSATION.....	4
2.1 Wage Compensation	4
2.2 Tour of Duty	5
2.2A. Shift Assignments	6
2.2B. Work By/Work For - Duty Trade.....	6
2.3 Pay Periods.....	6
2.4 Payroll Deductions.....	7
2.5 Seniority	7
2.6 Overtime and Additional Direct Compensation	7
2.7 Pyramiding Prohibited	10
2.8 Uniform Account System	10
 ARTICLE III	
INDIRECT COMPENSATION.....	11
3.1 Holiday Time	11
3.2 Scheduling of Holidays.....	12
3.3 Vacation	12
3.4 Scheduling of Vacation.....	14
3.5 Sick Leave.....	15
3.6 Health Insurance	16
3.7 Life Insurance	17
3.8 Pension and Disability Benefits	17
3.9 Longevity	17
3.10 College Incentive	18
3.11 Tuition Reimbursement	18
3.12 Paid Leave of Absence.....	19
3.13 Unpaid Leave of Absence.....	19
3.14 Family Medical Leave Act (FMLA).....	20
3.15 Court Appearances.....	20
3.16 Worker's Compensation	20
3.17 Off-the-Job Injury or Illness	20
3.18 Additional Retirement Benefits	22
3.19 Additional Disability Benefits	24
3.20 Section 125 Plan	25

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE IV	
EMPLOYMENT, SUSPENSION, TERMINATION.....	25
4.1 General Provisions	25
4.2 Voluntary Resignation	25
4.3 Reductions in Force	25
4.4 Effects of Layoff.....	25
4.5 Union Representation.....	25
4.6 Discipline	26
 ARTICLE V	
PERFORMANCE EVALUATIONS.....	28
5.1 Objective.....	28
5.2 Procedure	28
 ARTICLE VI	
GRIEVANCES	29
6.1 Definition	29
6.2 Procedure	29
 ARTICLE VII	
DUES AND CREDIT UNION DEDUCTION.....	30
7.1 Dues Deduction.....	30
7.2 Credit Union Deduction.....	31
7.3 Fair Share	31
7.4 Indemnification.....	32
 ARTICLE VIII	
SOLICITATION POLICY	32
8.1 No Solicitation Provisions	32
8.2 Use of Bulletin Boards.....	32
8.3 Working Time - Definition	32
 ARTICLE IX	
WORK INTERRUPTION	33
 ARTICLE X	
USE OF PUBLIC PROPERTY	33
10.1 Vehicles, Equipment, Materials or Property.....	33
10.2 Telephone.....	33
 ARTICLE XI	
ETHICS CODE.....	33
 ARTICLE XII	
MISCELLANEOUS PROVISIONS.....	33

TABLE OF CONTENTS
(continued)

	<u>Page</u>
12.1 Discrimination.....	33
12.2 Operational Area.....	34
12.3 Secondary Employment.....	34
12.4 Lunch Period.....	35
12.5 Recitals.....	35
12.6 Savings Clause.....	35
12.7 Gender.....	35
12.8 Board of Fire and Police Commissioners.....	35
12.9 Duty Schedules.....	35
12.10 Local Mandates.....	35
12.11 Residency.....	36
12.12 Savings for Post-Retirement Medical Costs/VEMA.....	36
 SIDE LETTER OF AGREEMENT.....	 38
 APPENDIX A TRAVEL POLICY.....	.....
 APPENDIX B SCHEDULE OF HEALTH INSURANCE BENEFITS.....	.....
 APPENDIX C FAMILY AND MEDICAL LEAVE ACT POLICY.....	.....
 APPENDIX D CODE OF ETHICS.....	.....
 APPENDIX E AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES AND ASSESSMENTS.....	.....

THIS AGREEMENT is made this ___ day of _____, 2016, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the Combined Counties Police Association, Sergeants, Wheeling Chapter (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, the Combined Counties Police Association, Sergeants Wheeling Chapter, has been formed to represent the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has met with the duly authorized representatives of the Association; and

WHEREAS, the Village and the Association have negotiated and agreed to the terms and conditions of salaries, fringe benefits and certain other conditions of employment for the members of the Association for the period of May 1, 2016 through April 30, 2019.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreement herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I
GENERAL TERMS**

1.1 Recognition

- (a) The Village recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and certain other conditions of employment for all individuals within a bargaining unit consisting of all sworn police officers with the rank of Sergeant of the Village of Wheeling, but excluding all sworn police officers who are confidential, managerial, or supervisory (officers with the rank of Commander or above). Individuals within such unit shall hereinafter be referred to as “Sergeants.”
- (b) The Village will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with the Sergeants in such bargaining unit, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement.

1.2 Scope of Agreement

The terms and conditions set forth herein represent the entire and exclusive Agreement between the parties with respect to salaries, fringe benefits and other conditions of employment. This Agreement supersedes all prior negotiations, representations, past practices, past policies or procedures, or agreements, either written or oral, between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

1.3 Rights of Management

- (a) It is understood and agreed that the Village possesses the sole right and authority to operate and manage the affairs of the Village in all aspects, including but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:
1. The right to determine the existence or non-existence of facts which are the basis for Village or management decisions;
 2. The right to determine the purpose, mission and policies of the Village and the amount of the budget to be adopted;
 3. The right to plan, direct, control and determine the operations or services to be conducted by the officers of the Village and to set forth all standards of service to be offered to the public;
 4. The right to determine the methods, means, number of personnel, equipment, facilities and materials to be employed or needed to carry out the department's mission;
 5. The right to hire and determine qualifications for job positions;
 6. The right to establish and change schedules and assignments or to transfer Sergeants to other positions or functions within the police department or other police related functions;
 7. The right to direct the working forces and to determine the number of hours per day or per week operations must be carried on;
 8. The right to discipline, suspend and discharge post-probationary employees for just cause;
 9. The right to layoff or relieve Sergeants due to lack of work or funds or for other legitimate reasons;
 10. The right to make, publish and enforce rules and regulations including, but not limited to, General Orders, Special Orders, Policies and Procedures of

the Police Department and Rules and Regulations of the Board of Fire and Police Commissioners, as all may be from time to time amended;

11. The right to introduce new or improved methods, equipment or facilities; and
 12. The right to contract out for any goods or services.
- (b) All of the rights, functions and prerogatives of the Village and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the Village. In no event shall any right, function or prerogative of the Village and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement.

The Association agrees and acknowledges that the Village shall have the right to implement any or all of the rights or decisions which are not expressly and specifically restricted or modified by an explicit provision of this Agreement including, but not limited to, those rights or decisions specifically set forth in paragraph (a) above, or implied therein, without the duty to bargain with the Association over the impact or effect of such decisions.

- (c) The President and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.
- (d) If, in the sole discretion of the President of the Board of Trustees or Village Manager, it is determined that extreme civil emergency conditions exist including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President and Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- (e) Subject matter not contained or covered in this Agreement shall be determined by the Wheeling Personnel Policy Manual and the rules and regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department, and Rules and Regulations of the Board of Fire and Police Commissioners, as all are from time to time amended.

1.4 Agreement

This Agreement shall be binding upon the parties for the period of May 1, 2016 to April 30, 2019. It shall continue in effect from year to year thereafter and be automatically renewed from year to year unless such notice to modify or terminate this Agreement is given in writing by certified mail by either party no earlier than ninety (90) days preceding the expiration date. The notices referred to shall be considered to have been

given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

In the event such notice to negotiate is given, then the parties shall meet not later than fourteen (14) calendar days after the date of receipt of such notice, or at such reasonable times that are agreeable to both parties for the purposes of negotiation.

**ARTICLE II
DIRECT COMPENSATION**

2.1 Wage Compensation

- (a) The Village Manager or his designee reserves the exclusive right to place an officer being promoted to the rank of Sergeant, in the salary schedule step contained herein, appropriate to his or her experience and knowledge suitable to the Sergeant’s position.
- (b) Any regular full time Sergeant who has completed one (1) year of continuous service as a Sergeant with the Village shall be eligible for a merit pay step increase. The date of eligibility and effective dates for any merit increase shall be dependent upon the promotion date herein referred to as “promotion anniversary date.” Regular full-time employment refers to Sergeants who work a normal tour of duty for their classification. Upon each successive promotion anniversary date, a Sergeant shall be eligible for a merit pay step increase in accordance with the following schedule:

SALARY SCHEDULE – SERGEANT			
Base Salary in Effect May 1, 2016			
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
93,735	99,245	105,086	111,632
Base Salary in Effect May 1, 2017			
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
96,079	101,726	107,713	114,423
Base Salary in Effect May 1, 2018			
<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>
98,721	104,523	110,675	117,569

- (c) The granting or the failure to grant merit pay and/or the amount of said grant or merit pay shall be based upon job performance evaluation and shall be at the discretion of the Village.
- (d) A Sergeant may, upon the recommendation of the Chief of Police and with the approval of the Personnel Director, receive a merit step increase or a portion thereof before an “anniversary date” if it is determined that the Sergeant is performing at a rate higher than normal for the Sergeant’s current pay schedule.

- (e) In the event it is determined by the Personnel Director, based on job performance evaluation, that a Sergeant is performing at an unsatisfactory level, the Sergeant's merit step may be frozen, or the Sergeant's annual base salary adjustment as provided for in Section 2.1(a) of this Agreement may be withheld until such time as the Sergeant's performance reaches a satisfactory level. In the event a Sergeant's merit step is frozen or base salary adjustment withheld, the Sergeant's performance shall be re-evaluated in six (6) months.

2.2 Tour of Duty

- (a) A twenty-eight (28) day tour of duty will be observed by Sergeants in the Association. The tour of duty shall begin on the date designated by the Rules and Regulations of the Police Department.
- (b) Recorded time for hours worked must be rounded to the nearest increment of fifteen (15) minutes.

EXAMPLE

0 - 7 = 0 minutes
8 - 22 = 15 minutes
23 - 30 = 30 minutes

- (c) A Sergeant shall receive ten (10) days notice of any change in duty schedule except in case of an emergency when manning conditions would not allow such notice.
- (d) Sergeants assigned to patrol duties shall work an eight and one-half (8½) hour work day with a regular duty schedule of six (6) days of duty followed by three (3) days off, as assigned by the Village.
- (e) Because the eight and one-half (8½) hour work day, 6/3 regular duty schedule for Sergeants assigned to patrol duties results in a thirty nine and two thirds (39²/₃) hour work week, 2 payback hours per Sergeant every six weeks are required to achieve the 40 hour work week. To achieve the 40 hour work week each Sergeant working the eight and one-half (8½) hour day, 6/3 work schedule will be required to work one (1) of their regularly scheduled days off per duty cycle (2 days per year). The Deputy Chief, shall schedule the days off with input from the Association. The final decision regarding the scheduling of the time to be worked will be made by the Chief of Police.
- (f) Whenever a change in the tour of duty or regular duty schedule is contemplated which affects the majority of the Sergeants, the Association will be allowed input into the scheduling process. Final decision regarding the implementation of any tour of duty or scheduling changes agreed to under this section 2.2 (f) will be made by the Chief of Police, with the concurrence of the Village Manager. If an agreement cannot be reached with the Association, tour of duty or scheduling changes will not be made, and the issue will be subject to negotiation in the following collective bargaining agreement.

2.2A. Shift Assignments

- (a) Sergeants assigned to patrol duties shall be assigned to work one of three (3) daily shifts: either the Day Shift, Afternoon Shift or the Midnight Shift.
- (b) Sergeants will be assigned to these shifts based upon the seniority selection process as set forth in The General Orders of the Wheeling Police Department, as from time to time amended with due cause.
- (c) Barring special patrol shift needs, extraordinary situations or exigent circumstances, seniority shall prevail in the selection process for patrol shift assignment. Nothing set forth herein, however, precludes management's rights to assign personnel necessary to efficiently and effectively carry out the department's mission.
- (d) The shift selection process will be conducted for a period of one (1) year in advance, divided into two (2) half year Duty Cycles. The first Duty Cycle shall consist of seven (7) Tours of Duty and the second Duty Cycle shall consist of six (6) Tours of Duty.

2.2B. Work By/Work For - Duty Trade

- (a) A work by/work for is an agreement between two supervisors to exchange one day's shift assignment whereby each supervisor's shift schedule is changed to require each supervisor to work the shift assigned to the other supervisor. Supervisor as used herein shall mean Sergeant or a Patrol Officer who has been designated by the Chief of Police an assistant watch commander.
- (b) Should a Sergeant desire time off from duty on a date when manpower is at the minimum or above, as required by the police department, the Sergeant may request the time off through use of a work by/work for.
- (c) Requests for work by/work for shall be submitted, in writing, on the Request For Time Off Duty form, and signed by each of the supervisors involved in the work by/work for. Work by/work for will be granted only after review and approval by the Division Commander and the Deputy Chief.
- (d) A Sergeant may be allowed to use a work by/work for when sufficient manpower availability would otherwise require the Sergeant to utilize holiday or vacation time. If the work by/work for is approved, and the shift is above minimum manpower requirements, the Sergeant will lose the ability to sell back eight (8) hours of holiday time (i.e., if a Sergeant uses one work by/work for, the Sergeant may only sell back up to fifty-two [52] hours of holiday time). This does not apply to same day duty changes which would be approved by the respective shift commanders and the Deputy Chief or his designee.

2.3 Pay Periods

- (a) All Sergeants are paid bi-weekly, for a total of twenty-six (26) pay periods per year.

- (b) Sergeants separating from employment in the middle of a pay period will be paid for the actual time worked during that pay period, subject to all appropriate deductions, including any advanced sick leave, vacation leave, or other debts owed to the Village.

2.4 Payroll Deductions

Automatic payroll deductions will be made for Federal and State income tax purposes, social security and pension fund contributions. Optional deductions must be approved by the Personnel Director and may include medical insurance, life insurance, and any Village-approved deferred compensation plan or Village approved charity.

2.5 Seniority

- (a) Village Seniority (same as anniversary date in Village policy) shall be the employee's length of service since his most recent date of hire for a full-time position with the Village. If an employee transfers from one full-time position to another position in a different functional unit without loss of work time, the employee shall retain his Village seniority and related benefits.
- (b) Unit seniority shall be based on the employee's most recent date of promotion to a Sergeant.
- (c) If the date of hire for two or more employees is the same, seniority shall be based on their standing on the final police Sergeant eligibility roster from which they were hired, or if their standing is equal, seniority shall be determined by the order in which the Sergeants were appointed by the Board of Fire and Police Commissioners.

2.6 Overtime and Additional Direct Compensation

- (a) This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or days of work per week, per month, or per work cycle.
- (b) Holdover: A Sergeant required by his supervisor to work additional time subsequent to his regularly scheduled shift shall receive compensation for the additional time at a rate of one and one-half (1½) times his regular straight time hourly rate per hour worked. Compensation received hereunder shall be computed to the nearest quarter (¼) hour worked. In the event training or departmental meetings result in a holdover, a Sergeant will be compensated in accordance with the applicable provisions regarding training or departmental meetings.
- (c) Call-Back or Call-In: A Sergeant who has left the premises after working a regularly scheduled shift and is required to return to work shall receive compensation at the rate of one and one-half (1½) times his regular straight time hourly rate per hour worked, computed to the nearest quarter (¼) hour. A guaranteed minimum of two (2) hours overtime shall be paid for call-back or call-

in duty. In the event training or departmental meetings result in a call-back, a Sergeant will be compensated in accordance with the applicable provisions regarding training or departmental meetings. Travel time for purposes of commuting to and from the Police Department for call-in or call-back shall not be considered hours worked.

- (d) Off-Duty Court Appearances: A Sergeant who is required to appear in court for service related matters other than during a regularly scheduled shift shall receive compensation at the rate of one and one-half (1½) times his regular straight time hourly rate per hour worked. A guaranteed minimum of two (2) hours shall be paid for the court appearance. A Sergeant required to appear in court (under the provisions of this section) on a day after having worked the first shift (midnight) shall receive a minimum of three (3) hours. Hours worked shall include a reasonable period of travel time, as determined by the Police Chief, to and from a court location outside the Village of Wheeling, if and only if the Sergeant reports to the Police Department prior to commuting to court.
- (e) Telephonic Conferences: An off-duty Sergeant who responds to an official contact by telephone from the Police Department, which contact is authorized by a supervisor and who renders professional work regarding departmental business which requires the Sergeant to apply special knowledge or talents, shall be compensated at one (1) hour of straight time pay unless the Sergeant exceeds one hundred seventy-one (171) hours in a tour of duty. Any telephone conferences which occur after a Sergeant has worked in excess of one hundred seventy-one (171) hours in a tour of duty shall be compensated at the rate of time and one-half. In the event a Sergeant is required to return to work after receiving such call, compensation shall be paid in accordance with the provisions regarding call-back only.
- (f) Training:
 - 1. On Duty:

A Sergeant who is required to receive training during his regularly scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive his regular pay.
 - 2. Off Duty:
 - a. A Sergeant who is required to receive training other than during his regularly scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to one hundred seventy-one (171) hours worked in a tour of duty. In the event any hours are worked beyond the one hundred seventy-one (171) hours or the Sergeant receives in excess of forty (40) hours of off-duty training annually, he shall be compensated for such excess hours at the rate of time and one-half.

- b. If the Sergeant is scheduled for midnight shift the day prior to or the day after the training date and the training session lasts eight (8) hours or more, the Sergeant shall receive an additional four (4) hours of compensatory time to be utilized within that tour of duty.
 3. Travel shall be permitted and reimbursed in accordance with the Village-wide travel policy then in effect. The Union shall be advised in advance of any changes to the policy being considered and shall be afforded an opportunity for input. If changes are made to the policy, they will apply to the unrepresented employees of the Village. If changes are made that are intended to apply only to members of the Department, the Union shall be entitled to negotiate over such changes. The travel policy in effect at the start of the term of this contract is attached at Appendix A.
 4. Travel time to and from training sessions conducted within the six-county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six-county Chicago metropolitan area shall be considered hours worked. In such instance, in lieu of overtime, the Sergeant's schedule shall be adjusted within the tour of duty. If said Sergeant's schedule cannot be adjusted, the Sergeant shall receive a reasonable period of travel time, as determined by the Police Chief.
- (g) Departmental Meetings: A Sergeant required to attend a departmental meeting other than during his regularly scheduled shift shall receive compensation at his applicable hourly rate with a minimum of two (2) hours paid. Straight-time shall be paid unless the Sergeant exceeds one hundred seventy-one (171) hours worked in a tour of duty. All time in excess of one hundred seventy-one (171) hours in a tour of duty shall be compensated at the rate of time and one-half. All Sergeants shall receive a minimum of seventy-two (72) hours notice prior to the calling of any departmental meeting, except in the case of emergency. Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.
- (h) Compensatory Time: In lieu of overtime pay, a Sergeant may request compensation for overtime with compensatory time off at a rate of one and one-half (1½) hours off per each hour of overtime worked. Employees may accumulate up to a maximum of forty (40) hours of compensatory time. A Sergeant shall be permitted to use accrued compensatory time, within the contract year accrued, within a reasonable period after it is requested so long as to do so would not, in the sole discretion of the Police Chief, or his designee, unduly disrupt the operations of the Police Department. All accrued compensatory time not used within the contract year earned shall be paid for at the end of said contract year. Compensatory time shall be used in accordance with the Rules and Regulations of the Wheeling Police Department.

In the event of a pregnancy of a Sergeant or the spouse of a Sergeant, accumulation of up to eighty (80) hours of compensatory time will be allowed for use immediately after the birth or adoption of the child. The compensatory time

must be used before any vacation or holiday time. The Sergeant may be asked to verify the pregnancy through a doctor's certification.

- (i) Canine Handler: It is understood that a Sergeant assigned the duty of canine handler will receive additional compensation for the care of his or her canine outside the regular work day. Compensation for such work will be in the form of ½ hour of compensatory time earned every calendar day of the assignment, whether or not the Sergeant is on duty. Compensatory time will be added to the employee's compensatory time bank or will be subtracted from time used on vacations and holidays.

2.7 Pyramiding Prohibited

Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

2.8 Uniform Account System

- (a) Sergeants shall be eligible to receive the following annual monetary credit for the purpose of purchasing uniforms under a uniform account system referred to in the General Orders, as amended from time to time:

\$595 for police Sergeants, increased to \$750 effective January 1, 2017.

\$620 for investigative and juvenile Sergeants, increased to \$750 effective January 1, 2017.

- (b) Sergeants shall be allowed to carry over to the next fiscal year up to a maximum of two hundred dollars (\$200.00) monetary credit in their uniform account.
- (c) Sergeants may anticipate the annual monetary credit in order to purchase replacement uniforms with the approval of the Police Chief or his designee.
- (d) Initial uniforms and/or equipment and/or equipment, as needed, shall be provided by the Village for Sergeants assigned to the N.I.P.A.S. E.S.T., N.I.P.A.S. Mobile Field Force, Bike Patrol Unit, Motorcycle Unit and will remain the property of the Village of Wheeling. These expenses will not be deducted from the Sergeant's uniform account.

Other uniforms and/or equipment contained in General Orders of the Wheeling Police Department, as may be amended from time to time, may be authorized for purchase from the Sergeants Uniform Account by the Chief of Police or his designee.

- (e) All equipment as specified in Wheeling Police Department General Orders, as amended from time to time, and provided by the department shall not be amended or changed without prior consent of both parties to this agreement.

**ARTICLE III
INDIRECT COMPENSATION**

3.1 Holiday Time

- (a) The following shall be paid holidays for all Sergeants covered by this Agreement:
- New Year's Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day
- (b) Since Sergeants covered by this Agreement are required to work recognized Village holidays, each Sergeant shall receive seventy-two (72) hours of holiday time to be used each contract year as a substitute for and in place of recognized Village holidays.
- (c) In addition to the holiday time indicated above, Sergeant employees are entitled to twenty-four (24) hours of additional holiday time during the contract year.
- (d) Holiday time shall accrue on the basis of the date each recognized holiday is celebrated, and any Sergeant leaving the employment of the Village prior to the end of any contract year shall receive pro-rated holiday time for those recognized Village holidays which have passed.
- (e) Additional holiday time as set forth in section (c) above shall accrue on the first day of the contract year.
- (f) In extraordinary circumstances, Sergeants may anticipate up to sixteen (16) hours holiday time with the approval of the Police Chief and the Personnel Director. Any Sergeant whose employment is terminated before holiday time advanced has been earned shall have the amount of unearned holiday time deducted from his final paycheck.
- (g) Holiday time may be used on an hourly basis, with a minimum of two (2) hours.
- (h) The Village may, at the Sergeant's option, buy back up to sixty (60) straight-time hours of accumulated holiday time during each contract year. All requests for holiday buy-back for the contract year ending April 30 shall be made between March 1 and April 15 of that year. Any holiday time scheduled after April 15 but not able to be used prior to May 1 shall be paid at the end of the contract year provided, however, that total buy back does not exceed a total of sixty (60) hours unless such scheduled holiday is canceled by the Village. Buy back shall be at the rate of pay in effect when the holiday was earned.

- (i) Any Sergeant on a leave of absence without pay shall not accrue holiday time.
- (j) Any Sergeant who works a full eight hour shift on any of the following holidays shall receive four (4) hours of compensatory time: Thanksgiving, Christmas, New Years Eve (3-11 and 11-7 shifts), July 4 and Labor Day.

3.2 Scheduling of Holidays

- (a) Selection of holidays for all Sergeants shall be made according to division, section, unit and shift assignments. Priority in holiday selection shall be based upon seniority in rank or when seniority is equal, standing on the final eligibility roster. Holiday selection shall begin no later than 0800 hours on April 16th of each year and end no later than 0800 hours on May 15.
- (b) Holiday selection shall be accomplished in one (1) round. Each Sergeant may select up to three (3) days of holiday time. Once a Sergeant has selected, the selection moves to the next Sergeant in order, and so on until all Sergeants have made their selections.
- (c) Sergeants may choose any day for a holiday so long as the manpower scheduled for such division, section, unit or shift will not fall below the minimum manpower as determined by the Village.
- (d) Holiday selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit holiday time on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.3 Vacation

- (a) Sergeants assigned to shifts of eight and one-half (8½) hour days shall be charged eight (8) hours vacation leave for each work day on vacation leave. Sergeants shall accrue vacation time on a monthly basis for use in the next contract year. Such vacation time shall accrue as follows:
 - 1. Sergeants with less than six (6) years of service with the Village - at the rate of 6.66 hours per month;
 - 2. On a Sergeant's six (6) year anniversary date with the Village, the Sergeant shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 - 3. Thereafter, for over six (6) years, but less than twelve (12) years of service with the Village - at the rate of ten (10) hours per month;

4. On a Sergeant's twelve (12) year anniversary date with the Village, the Sergeant shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 5. Thereafter, for over twelve (12) years, but less than eighteen (18) years of service with the Village - at the rate of 13.31 hours per month;
 6. On the Sergeant's eighteen (18) year anniversary date with the Village, the Sergeant shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 7. Thereafter, for over eighteen (18) years of service with the Village - at the rate of 16.66 hours per month.
- (b) A Sergeant must be in pay status for at least fifteen (15) calendar days in a month to receive vacation credit for the month. A Sergeant who is not in pay status for at least fifteen (15) calendar days shall accrue no vacation time for the month.
 - (c) Sergeants who terminate their employment prior to one (1) year of continuous service shall not have accrued any vacation time.
 - (d) A Sergeant who moves from one (1) position to another in the Village's service, and whose service is continuous or who is transferred or promoted, will be credited with any unused vacation leave.
 - (e) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury.
 - (f) Vacation leave will not be accrued by a Sergeant who is not on regular pay status, i.e., disability leave (other than worker's compensation), paid administrative sick leave, suspension and leave of absence.
 - (g) In extraordinary circumstances, a Sergeant may be granted the right to anticipate accrued vacation leave up to five (5) days. Such leave must have the prior approval of the Chief of Police and the Personnel Director.
 - (h) If a Sergeant terminates employment with the Village before any vacation leave anticipated has been accrued, the amount of unaccrued vacation leave which was anticipated will be deducted from the final paycheck.
 - (i) Sickness of four (4) days or more which occurs during a Sergeant's scheduled vacation leave will be considered "sick leave" and not vacation. In order to be eligible for this provision, a Sergeant must submit a doctor's certificate and receive approval from the Personnel Director.
 - (j) If a death in the immediate family occurs during a Sergeant's scheduled vacation leave, it will be considered "leave for death in the family", consistent with Section 3.11 (c), and not vacation leave. In order to be eligible for this provision, the

Sergeant must submit proof of death and receive approval from the Personnel Director.

- (k) Transfer of vacation from one (1) contract year to another shall be allowed only with the approval of the Personnel Director for good cause shown. Under no circumstance will more than twelve (12) working days be allowed to transfer from one contract year to another.
- (l) The scheduling of vacation shall coincide with the Village's contract year and be subject to Section 3.4 below and the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department.

3.4 Scheduling of Vacation

- (a) Selection of vacation for all Sergeants shall be made according to division, section, unit and shift assignments, and Sergeants shall complete their vacation selection before patrol officers. Priority in vacation selection shall be based upon department seniority as a sworn Sergeant. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.
- (b) All Sergeants shall select any vacation accrued pursuant to section 3.3 in accordance with the following provisions. Vacation selection shall be accomplished in two (2) rounds. In round one (1), each Sergeant shall select accrued vacation in weekly blocks (forty-eight (48)hours for Sergeants, forty (40) hours for investigating Sergeants), of up to three (3) weeks. However, a maximum of two (2) weeks vacation may be scheduled in prime time (June 1 to September 15 and December 15 to January 1). Once a Sergeant has made a selection, the selection moves to the next Sergeant in order, and so on. In round two (2) the Sergeant may choose a vacation block of less than forty-eight (48) hours, but only for one (1) occasion. Any accrued vacation not scheduled during the selection process shall be used only when an individual shift is not at the established minimum manpower requirements. A Sergeant may make one (1) choice of less than a forty-eight (48) hour block in any combination of remaining vacation time.
- (c) Sergeants may choose any day for vacation so long as the manpower scheduled for such division, section, unit or shift will not fall below minimum manpower as determined by the Village.
- (d) Vacation selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) All Sergeants shall schedule any remaining accrued vacation by November 1 of the contract year. The Village shall schedule any remaining accrued vacation for Sergeants failing to schedule remaining vacation by November 1.
- (f) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit vacation on the basis of manpower needs. During peak periods of activity,

the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.5 Sick Leave

- (a) All Sergeants shall accrue sick leave benefits with pay. Sick leave will be accrued at eight (8) hours per month. Sergeants assigned to shifts of eight and one-half (8½) hour days shall be charged eight (8) hours sick leave for each work day on sick leave. Sick leave may be accumulated up to an unlimited amount. Sick leave shall not be anticipated.
- (b) A Sergeant who is in pay status for at least fifteen (15) calendar days during the month will accrue sick time credit for the month. A Sergeant who is not in pay status for at least fifteen (15) calendar days will accrue no sick time credit for the month.
- (c) Authorized sick leave shall be utilized only for a Sergeant's absence due to illness or non-service related injury and for an injury or illness of an immediate member of his/her family. For purposes of this policy immediate family is defined as spouse, parent, as well as any child or step child under the age of eighteen (18). Sick leave shall not be used for absences for routine dental, optical, or medical appointments.
- (d) In the event a Sergeant is unable to report to work due to an illness or emergency, he must inform his supervisor by the time designated in accordance with Department rules. Failure to do so for each day of absence, or at agreed upon intervals in the case of extended illness, shall result in loss of pay for those days absent.
- (e) Failure to notify the supervisor and the Chief of Police for three (3) consecutive days may result in termination in accordance with the Rules and Regulations of the Wheeling Police Department.
- (f) Proof of illness or disability in the form of a medical certificate from the attending physician or from the Village's physician may be required at any time, and shall be required for any continuous absence of four (4) days or more, or for each occurrence of one (1) day or more after the use of seventy-two (72) hours sick time or more within a one (1) year period of time. The Personnel Director may waive the mandatory medical certificate provision in situations deemed appropriate.
- (g) Any prolonged illness after fifteen (15) working days will require a medical certificate from the Sergeant's attending physician, and may require a medical certificate from a Village physician prior to returning to work. The Village will assume the expense for the Village physician's examination.
- (h) The Police Chief or Personnel Director may make any appropriate investigation or establish proper administrative controls to prevent the abuse of sick leave.

Abuse of sick leave based on false claims of illness or injury or falsification of proof to justify such sick leave will be cause for disciplinary action.

- (i) Sick leave will continue to accrue during time lost from work as a result of service-connected injury or while the Sergeant is on accrued sick leave.
- (j) A Sergeant who moves from one (1) position to another in the Village's service and whose service is continuous or who is transferred, promoted or demoted, will be credited with any unused sick leave accrued in this prior position.

3.6 Health Insurance

- (a) The Village shall make available to all Sergeants and their dependents comprehensive group health insurance. Sergeants may choose among existing plans, including at least one PPO and one HMO plan.
- (b) The Schedule of Benefits for available plans is attached as Appendix B hereto. The maximum lifetime health benefit shall be \$3.0 million per individual, or the lifetime maximum provided by applicable law, whichever is higher. Nothing in this Agreement or Appendix B shall prevent the Village from implementing changes required under federal or state healthcare legislation.
- (c) The maximum share of health insurance premium costs an employee shall be required to pay for the Village's group health insurance programs is as follows:

<u>Village</u>	<u>Employee</u>
88.0%	12.0%

- (d) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year.
- (e) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix B, unless such changes are required under federal or state healthcare legislation.
- (f) Beginning with the July 1, 2016 Health Plan Year, the office visit co-pay shall be increased to \$20, and the prescription drug co-pays of \$10/\$20/\$35 (\$20/\$40/\$70 for mail order) for generic, formulary and non-formulary, respectively, shall be increased to \$10/\$30/\$50 (\$20/\$60/\$100 for mail order) for the HMO Plan.

Beginning with the July 1, 2015 Health Plan Year, the emergency room co-pay under the HMO Plan shall be increased to \$75.

- (g) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.
- (h) Nothing set forth herein shall prohibit the right of the Village to obtain comparable hospitalization and major medical benefits under a different program or with a different insurance company and/or HMO.
- (i) Employees and their dependent(s) shall have the option to maintain health insurance in accordance with the conversion privilege provisions of the employee's selected health insurance program, the option which must be exercised within 90 days of the termination of the expiring health insurance.
- (j) A Sergeant who suffers a catastrophic injury or is killed in the line of duty shall receive health insurance coverage in accordance with state law.

3.7 Life Insurance

The Village shall provide a fifty thousand dollar (\$50,000) group term life insurance policy for each Sergeant. The Sergeant shall have the option of purchasing up to \$250,000 of additional coverage, at full cost to the Sergeant.

3.8 Pension and Disability Benefits

All Sergeants may participate in the Wheeling Police Pension Fund established pursuant to Illinois Compiled Statutes, Chapter 108 1/2, Section 3-101 et. seq., and shall be eligible for pension and disability benefits as provided therein.

All Sergeants who participate in the Police Pension Fund shall not be covered by social security. Sergeants hired after May 1, 1986 shall be required to contribute to the Medicare Fund as required by law.

3.9 Longevity

A Sergeant who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive the sum of six hundred dollars (\$600.00) annually on the January 1 following each anniversary date. Effective May 1, 2010, Sergeants with eighteen (18) through twenty-four (24) continuous years of service shall receive the sum of one thousand dollars (\$1,000) annually, and officers with twenty-five (25) or more years of continuous service shall receive the sum of one thousand three hundred dollars (\$1,300) annually, on the January 1 following the anniversary date. If the Sergeant reaches his/her anniversary date and separates from employment for reason of retirement or disability the longevity payment will be issued within fourteen (14) days of the date following separation. All payments in this section shall be deposited in the employee's VEMA account.

3.10 College Incentive

- (a) All Sergeants employed by the Village as of January 1, 1992 who are currently receiving a college incentive benefit for a job-related bachelors degree shall continue to receive fifty dollars (\$50.00) per month as a college incentive benefit. All other college incentive benefits shall be eliminated and no other Sergeants shall be eligible for college incentive benefits.
- (b) Only one (1) degree shall be allowed per Sergeant for purposes of this benefit.

3.11 Tuition Reimbursement

Sergeants may be eligible for reimbursement of tuition expenses for advanced job-related education course work taken at an accredited college or university in the State of Illinois in accordance with the following conditions:

- (a) Each course shall be clearly job-related or serve as a prerequisite for an approved job related degree; e.g., bachelors of criminology, criminal justice or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.
- (b) The Sergeant must obtain approval, prior to enrollment in each course, by the Personnel Director.
- (c) All course work must be directed towards the completion of the approved job-related degree program.
- (d) The Sergeant must pay for all tuition at the time of enrollment. Upon successful completion of each course, the Village will reimburse the Sergeant for fifty percent (50%) of the approved tuition costs associated with the course up to a maximum total tuition reimbursement per fiscal year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria is met:
 - 1. A grade of "C" or above is received; or
 - 2. A score equivalent to a "C" in a numerical grading system is received; or
 - 3. A "pass" is received in a "pass/fail" grading system.
- (e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.
- (f) Once a Sergeant is approved for any reimbursement for tuition, the Sergeant will no longer receive a college incentive benefit.

3.12 Paid Leave of Absence

Sergeants shall be granted leaves of absence with pay as follows:

- (a) **Military Leave.** The Village will comply with all applicable Federal and State laws regarding the rights afforded to employees on military leave. These policies governing military leave are incorporated in the Village of Wheeling Personnel Policy Manual.

- (b) **Jury Duty.** A Sergeant may be granted a leave of absence with pay when called to jury duty for a maximum of three (3) calendar weeks per year.

Sergeants receiving pay for jury duty may keep said jury pay, provided that the Sergeant must provide a copy of the check to the Finance Department.

- (c) **Death in Family.** Absence with pay not to exceed three (3) consecutive work days will be granted to a Sergeant for the death of husband, wife, children, children's spouses, mother or father. Absence with pay not to exceed two (2) consecutive work days will be granted to a regular full-time Sergeant for the death of his sister, brother, sister or brother-in-law, mother or father-in-law, grandparents, or grandchildren of either Sergeant or spouse. Sergeants who wish to attend a funeral for other than the persons mentioned above may take vacation, holiday, or personal leave for this purpose.

The Personnel Director may require verification of the funeral and the Sergeant's relationship to the deceased.

- (d) **Paid Administrative Sick Leave.** All Sergeants who have been employed by the Village for four (4) or more continuous years shall be eligible for paid administrative sick leave in accordance with the provisions for off-the-job injury or illness, Section 3.17 herein.

3.13 Unpaid Leave of Absence

- (a) All Sergeants may be granted unpaid leaves of absence in accordance with the Rules and Regulations, general orders, special orders, Policies and Procedures of the Wheeling Police Department.

- (b) Any Sergeant who is granted an unpaid leave of absence may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved leave of absence without pay, with the approval of the Personnel Director. The Sergeant is responsible for paying the full cost of those benefits, including the portion normally paid by the Village.

It shall be the Sergeant's responsibility to arrange with the Finance Department to pay for any benefits which the Sergeant wishes to continue while on an unpaid leave of absence.

- (c) Vacation, holiday and sick leave shall not be accrued during unpaid leaves of absence. Seniority calculations will not include any unpaid leaves of absence. The period of any unpaid leaves of absence will be deducted from a Sergeant's seniority

3.14 Family Medical Leave Act (FMLA)

Family or medical leave will be granted when requested and approved or designated as such by the Personnel Director, in accordance with applicable federal and state laws. The employee may be required to use all accumulated paid time available (personal, vacation, compensatory time) before the unpaid portion of the family or medical leave begins. An employee on family or medical leave may retain village medical insurance during the leave in accordance with applicable federal and state laws. (See attached Appendix C.)

3.15 Court Appearances

- (a) Job related - Sergeants required to appear in court for job related purposes shall be considered on-duty with the Village and shall receive compensation in salary and benefits equal to that associated with the Sergeant's regular duty. Mileage and meal expenses will be reimbursable based on the travel policy established by the Village as contained in Appendix A. Any monies received for court appearances or subpoena fees will be forwarded to the Director of Finance for payment into the general fund of the Village of Wheeling. Under no circumstances may a Sergeant keep subpoena or court appearance fees.
- (b) Non-Job Related - Sergeants subpoenaed to court for personal affairs or for civil lawsuits unrelated to employment with the Village shall not be compensated in any manner for the time spent in court.

3.16 Worker's Compensation

All Sergeants who are injured in the performance of their duties are entitled to benefits under the Worker's Compensation Act, 820 ILCS 305/1 et seq.

All Sergeants shall be required to comply with the procedural guidelines as set forth in the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department and the Personnel Policy Manual of the Village of Wheeling with respect to on-the-job injuries.

3.17 Off-the-Job Injury or Illness

A Sergeant who is unable to perform the duties of his position due to a non-service connected injury or a major illness shall be considered for restricted duty in accordance with the Rules and Regulations, policies or procedures of the Police Department. If the Sergeant cannot perform restricted duty or if restricted duty is unavailable, the Sergeant shall use all accumulated sick leave. Should said sick leave expire, all accumulated holiday, vacation time, and any additional vacation time which will accrue during that contract year shall be utilized. Should the Sergeant continue to be unable to assume the duties of his position, at the expiration of all sick leave, holiday and vacation time:

1. A Sergeant with less than four (4) years of employment shall be considered for temporary disability benefits in accordance with the provisions of his pension plan.
2. A Sergeant who has been employed by the Village for four (4) or more continuous years shall be eligible for paid administrative sick leave in accordance with the provisions herein.
 - a. Sergeants determined to have an injury/illness which is not deemed to be rehabilitative within one (1) year from the date of the first day of absence shall apply for disability benefits in accordance with the provisions of 40 ILCS 5/3-114.2 (Disability Pension – Not on Duty).
 - b. Sergeants determined to have an injury/illness which has been deemed to be rehabilitative within one (1) year from the date of the first day of absence shall be eligible for administrative sick leave which shall consist of payment of the Sergeant's full salary for a period of up to two (2) months (347 duty hours). Paid administrative sick leave shall be cumulative and all Sergeants shall be entitled to a maximum of two (2) months or three hundred forty-seven (347) hours leave under these provisions during their employment with the Village of Wheeling. To receive paid administrative sick leave, the Sergeant shall provide the Personnel Director with a doctor's affidavit evidencing the Sergeant's inability to perform his duties due to a non-service related injury or illness and that the Sergeant is rehabilitative within one (1) year from the date of the first day of absence. The Sergeant may then be placed in an unpaid leave of absence status for a period of thirty (30) calendar days. After such thirty (30) day period, the Sergeant shall provide a doctor's affidavit of his continued disability. The Village may require the Sergeant to be examined by a Village physician. In the event that the Village's physician and the sergeant's physician disagree as to the disability of the officer, an independent medical examination shall be conducted at the Village's expense in order to establish whether the officer is eligible under this section, subject to any HIPAA requirements. Upon a determination of the Personnel Director that the Sergeant is unable to perform his duties but is rehabilitative within one (1) year from the first day of absence, the Sergeant shall be placed on paid administrative sick leave for up to two (2) months. If the injury or illness extends into a new contract year, the paid administrative sick leave shall be interrupted and the Sergeant's earned vacation for the new contract year shall be utilized, after which the balance of the paid administrative sick leave shall continue, if necessary. No sick leave, holiday or vacation time will be accumulated while a Sergeant is in the status of paid administrative sick leave. In the event restricted duty becomes available, the Sergeant may, at the discretion of the Village, be taken off paid administrative sick leave.

3.18 Additional Retirement Benefits

In addition to the eligibility to receive pension benefits in accordance with the Rules and Regulations of the Police Pension Fund, Sergeants shall be eligible for the following additional benefits upon retirement. A Sergeant shall be deemed retired when said Sergeant is receiving retirement pension payments from the Wheeling Police Pension Fund:

(a) Health Insurance Coverage

1. All Sergeants employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing, shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current Sergeants, provided the Sergeants pay all premiums for dependent coverage. In order to receive the above mentioned coverage, a Sergeant who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.
2. All Sergeants employed after August 15, 1981, having eight (8) or more years of continuous service, shall be eligible for health insurance benefits upon retirement in good standing, providing the Sergeants pay all policy premiums.

(b) Life Insurance

1. All Sergeants employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to separation shall, upon separation in good standing, continue to receive \$10,000 life insurance coverage until age sixty (60). Upon attaining age sixty (60), the retiree shall have the option of applying for life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy.
2. All Sergeants employed after August 15, 1981, having eight (8) or more years of continuous service shall, upon retirement, have the option of applying for life insurance coverage under the conversion privilege of the Village's group term life insurance policy.

(c) Sick Leave Deferred Payment Account (SLDPA)

Police Sergeants currently employed or hired as of the date of this agreement may be allowed to utilize the Sick Leave Deferred Payment Account benefit at retirement if eligible in accordance with the provisions set forth herein.

Sergeants currently employed as of September 20, 1999 and individuals employed after the date of this provision may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein.

A Sick Leave Deferred Payment Account (SLDPA) is a method of allowing eligible Sergeant's to utilize a portion of accrued but unused sick time hours towards the payment of the Sergeants portion of the monthly premium of a Village group medical insurance plan, if the Sergeants, upon retirement chooses the conversion privilege of the Village's group medical insurance plan.

In order to be eligible to establish a SLDPA, the Sergeant must:

- a. have retired in good standing; and
- b. have at least twenty (20) years of continuous service with the village immediately prior to retirement; or have at least ten (10) years of continuous service with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and
- c. have been continuously covered for at least twelve (12) months immediately prior to retirement under the Village medical insurance plan and in full compliance with all plan provisions; and
- d. have at least 675 hours of accrued but unused sick time.

For purposes of this provision, a Sergeant shall be deemed to be retired when a Sergeant has attained the current minimum age to receive retirement benefits from his pension fund and is, in fact, receiving a retirement pension from that fund.

In the event of a deferred pensioner, where a Sergeant has retired having accumulated enough creditable service to qualify for a pension but has not attained the required age, the Sergeant is eligible to utilize the SLDPA benefit upon attaining the required age so long as all other requirements as listed above have been satisfied and the Sergeant has continued health insurance under the conversion provision of the Village's health insurance plan from the date of retirement, until attaining all requirements to receive a pension and is in fact receiving a retirement pension from that fund.

The SLDPA shall be calculated by using the Sergeant's final hourly wage multiplied by the number of accrued but unused sick time hours in excess of 675 sick time hours accrued but unused. The maximum number of hours of accrued but unused sick time hours which may be used within the SLDPA is 536 hours. All hours within SLDPA shall be added to the employee's VEMA account.

For example, an eligible Sergeant with 1000 hours of accrued but unused sick time may use 325 hours within the SLDPA. (1000 hours minus 675 minimum hours = 325 hours). An eligible Sergeant with 1500 hours of accrued but unused sick time may use 536 hours within the SLDPA (1500 hours minus 675 minimum hours = 835 hours, however the maximum number of hours which may be used is 536).

If there is a balance in the account at the time of death of the Sergeant and the Sergeant has had dependent health insurance coverage through the Village health insurance plan, the Sergeant's dependent(s) shall have the option to continue to have medical insurance premiums paid through the SLDPA in accordance with Village Policy as stated above. In no event shall there be any cash payout of unused balances from a SLDPA.

3.19 Additional Disability Benefits

In addition to the eligibility to receive disability benefits in accordance with the Rules and Regulations of the Police Pension Fund, Sergeants shall be eligible for the following additional benefits:

(a) Health Insurance Coverage

1. **On-the Job Disability:** Any Sergeant who is receiving a disability pension payment from an on-the-job injury shall continue to receive the same health insurance coverage for himself and his legitimate dependents, provided the Sergeant pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 3.18(a). Notwithstanding the above, a Sergeant deemed to have sustained an on-the-job disability that meets the requirements of the Public Safety Employee Benefits Act (PSEBA) shall receive health insurance coverage pursuant to the provisions of said Act.
2. **Off-the-Job Disability:** Any Sergeant who is receiving a disability pension for an off-the job disability shall be eligible to receive health insurance benefits providing the Sergeant pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 3.18(a).

(b) Life Insurance

1. **On-the-Job Disability:** Any Sergeant who is receiving disability pension payments from an on-the-job disability shall receive \$10,000 life insurance coverage for himself until age 60. Upon attaining the age of 60, the retiree shall have the option of continuing the \$10,000 life insurance at his own cost under the conversion privilege of the Village's group term life insurance policy.

3.20 Section 125 Plan

The Village will offer to employees the opportunity to participate in the Village Section 125 Flex Program on the same terms and conditions applicable to other Village employees, generally.

ARTICLE IV EMPLOYMENT, SUSPENSION, TERMINATION

4.1 General Provisions

All hirings, suspensions and terminations of Sergeants shall be in accordance with the Rules and Regulations, General and Special Orders, Policies and Procedures of the Wheeling Police Department and the Rules and Regulations of the Wheeling Board of Fire and Police Commissioners, except as specifically excepted herein.

4.2 Voluntary Resignation

Officers who voluntarily leave the Village service shall give advance written notice of not less than thirty (30) calendar days. Accrued vacation time, sick time, holiday time or personal time shall not be used during this advance notice period. Failure to comply with this rule shall be entered on the service record of the officer.

The Police Chief, with the approval of the Personnel Director, may waive the 30-day advance notice requirement or may allow limited use of accrued vacation, sick, holiday or personal time if, in his judgment, exceptional circumstances warrant such exemption. Approval for any such exemption must be in writing. The officer's termination date will be the last day worked, and under no circumstances will any paid leave will be granted beyond the last day worked.

4.3 Reductions in Force

A reduction in force or layoff may occur as a result of the elimination of services, change of work methods, or the reduction in number of personnel. Seniority shall be utilized in determining the order in which Sergeants shall be laid off or reduced in rank. Where seniority is equal, merit and skill shall be used to determine the order in which Sergeants shall be laid off.

Prior to a reduction in force, the names of any and all Sergeants scheduled for layoff/reduction in rank shall be submitted to the Personnel Director for review. Sergeants to be laid off reduced in rank shall be notified in writing at least thirty (30) calendar days prior to the effective date of the layoff / reduction.

4.4 Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff a Sergeant, then the Sergeant shall be afforded an opportunity to maintain the medical insurance in effect at the time he or she is laid off by paying the full applicable monthly premium for his or her individual insurance coverage. If a Sergeant opts to maintain his or her medical insurance under this section, then such Sergeant shall be permitted to

continue insurance coverage for a period of up to eighteen (18) months from the date of layoff, or as otherwise provided under applicable law governing insurance continuation. Sergeant rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan.

A Sergeant who is laid off shall be paid for all earned and accrued vacation, holiday and compensatory time available to the Sergeant at the time of layoff.

4.5 Union Representation

The Village recognizes that the Association shall have the right to represent employees to the extent required by law. It is agreed that the Law Enforcement Officers Bill of Rights (50 ILCS 725/1, et seq.) is incorporate herein by reference except to the extent the Act entitles the parties to establish alternative practices and the parties have done so in this Agreement, but alleged violations of the Bill of Rights shall not be grievable.

4.6 Discipline

(a) Due-Cause Meeting

Before certain disciplinary actions are taken, a due-cause meeting may be held at the request of the Sergeant to review the results of the internal investigation and the recommended level of discipline and to insure that the discipline process is being applied in a uniform and equitable manner. This provision shall apply to the following disciplinary actions: suspensions without pay of three or more working days, a second suspension of any length occurring within a six-month period, demotion and discharge. The meeting will be held by a committee designated by the Chief of Police as two or more of the following individuals: the Chief of Police, a legal representative of the Village, the Deputy Chief of Police, the accused member's commanding officer, or his immediate supervisor.

(b) Predisciplinary Meeting

Before discipline is recommended, a predisciplinary meeting may be held at the request of the Sergeant to provide the accused member an opportunity to present testimony and evidence on his behalf to refute allegations of misconduct or to clarify the member's actions regarding an incident in question. The member may waive the meeting and has the option to have a union representative or attorney present during the meeting.

The meeting will be conducted by the Chief of Police (or designees). Witnesses may be presented by either the Department's representatives or the accused member.

The Chief (or designee) will consider the statements and evidence presented during the meeting. Within five (5) working days of the meeting, the Chief (or designee) will inform the member in writing of the results of the meeting.

A meeting shall not be required when the due-cause committee has determined that the charge(s) or offense(s) are of such a nature as to require immediate action

before the Board of Fire and Police Commissioners. Nothing in this provision shall limit the authority of the Board of Fire and Police Commissioners pursuant to the provisions of the Illinois Municipal Code and the Wheeling Municipal Code.

(c) Irrevocable Election of Disciplinary Procedure

Upon receipt of service of charges for an unpaid suspension of more than five days, demotion or discharge, the employee may elect to have the disciplinary hearing heard by the Board of Fire and Police Commissioners or the employee may have the disciplinary hearing through the grievance and arbitration proceeding set out in Article VI of this Agreement. The employee shall notify the Village of his election, in writing, within seven (7) calendar days of the service on the employee of the charges. The written statement shall be signed by the employee and shall state that the employee waives any rights that he or she would otherwise have to a hearing before the Board of Fire and Police Commissioners. The options to proceed to a hearing or appeal before the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive, and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and no relief shall be available under the Board of Fire and Police Commissioners procedures with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article VI of this agreement.

(d) Board of Fire and Police Commissioner Option

If the employee elects to have the hearing or appeal heard before the Board of Fire and Police Commissioners, the procedure will be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Wheeling Board of Fire and Police Commissioners.

(e) Grievance and Arbitration Option

If the employee notifies the Village of the employee's decision to have the appeal heard through the grievance and arbitration option, the grievance shall be filed at the arbitration step (Article VI, Section F) of this Agreement. The Police Chief shall withdraw any charges on file with the Board of Fire and Police Commissioners and shall file a copy of the written election under paragraph (c) above along with the employee's motion to withdraw the charges in deference to arbitration. If the employee elects arbitration, the discipline sought by the Police Chief shall be implemented, i.e., suspension or discharge, subject to review by the Arbitrator under a just cause standard. Any disciplinary grievance filed without the required signed waiver shall be inarbitrable and the arbitrator shall have no jurisdiction to consider it. The arbitrator shall have the authority to uphold the discipline issued, to rescind or modify the discipline, to order reinstatement and back pay, or a portion thereon.

(f) Suspension Without Pay

The Board of Fire and Police Commissioners shall have the authority to suspend an employee with or without pay against whom charges have been filed pending a hearing upon a showing of compelling justification, subject to observance of the employee's rights to due process of law.

**ARTICLE V
PERFORMANCE EVALUATIONS**

5.1 Objective

- (a) A formalized program for evaluating the work performance of all Sergeants in the Village's service shall be maintained. The Personnel Director, in cooperation with the Police Chief, will administer a system of rating Sergeants' performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of Sergeants and faithfulness to their duties, and other characteristics which measure the value of the Sergeant.
- (b) The purpose of these evaluations is to enable Sergeants and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the Village. The job performance evaluation will be discussed with the Sergeant involved. The Sergeant will have the space provided and the right to comment on the rating. The Sergeant as well as all individuals involved in the rating process will be required to sign and date the form. A copy will be forwarded to the Sergeant.
- (c) Performance evaluation may also be used in determining dismissal; as a basis for salary increases or decreases; as a factor in determining order of layoff; as a basis for training, promotions and demotions, and transfers.
- (d) When major revisions are made to the performance evaluation, the association will be allowed input. All final changes to the performance evaluation shall be made at the discretion of the Personnel Director.

5.2 Procedure

- (a) The Police Chief, or his designee, shall prepare on forms prescribed by the police department, records of the performance of each Sergeant. Job performance evaluations shall be conducted annually on dates set by the Rules and Regulations, general orders or procedures of the Police Department.
- (b) The Personnel Director may make exceptions to the performance evaluation procedure where appropriate.

ARTICLE VI GRIEVANCES

6.1 Definition

The term “grievance,” as used herein, means a claim by a Sergeant or group of Sergeants that the Village has violated a specific provision of this Agreement.

6.2 Procedure

All grievances shall be settled in accordance with the following procedure:

- (a) Pre-grievance interview – Division Commander: A Sergeant shall request a pre-grievance interview with his Division Commander within ten (10) calendar days of the incident at which time the situation will be discussed for the purpose of determining whether a successful resolution is possible before a grievance is filed.
- (b) Step 1 – Deputy Chief of Police: In the event that the issue cannot be resolved by the Division Commander, the Sergeant shall submit his grievance in writing within seven (7) calendar days of the pre-grievance interview, to the Deputy Chief of Police. The Deputy Chief shall issue a written decision within seven (7) calendar days of receipt of the written grievance.
- (c) Step 2 – Chief of Police: The Sergeant may appeal the decision of the Deputy Chief of Police within seven (7) calendar days from receipt of the Step 1 response. The Sergeant must submit the grievance in writing to the Chief of Police. The Chief of Police shall meet with the Division Commander, Deputy Chief and Sergeant within seven (7) calendar days of receipt of the written grievance at Step 2, and shall issue a written decision within seven (7) calendar days of the Step 2 grievance meeting.
- (d) Step 3 – Village Manager: The Sergeant may appeal the decision of the Chief of Police to the Village Manager within seven (7) calendar days from receipt of the Step 2 response on a form provided by the Village. The Village Manager, or his designee, will promptly schedule a meeting with the Sergeant and/or his representative and give a written answer within seven (7) calendar days following the meeting.
- (e) Step 4 – Arbitration: If the grievance is not settled in accordance with the foregoing procedures, the Sergeant may appeal the grievance to binding arbitration, in writing, within seven (7) calendar days of receipt of the Step 3 response. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) calendar days of receipt of the list of arbitrators, the parties shall alternately strike three (3) names each, with the Sergeant striking first, until one (1) name alone remains. The person whose name remains shall be the arbitrator.

The arbitrator shall be notified of his selection by a joint letter from the Village and the Sergeant requesting that he set a time and place for hearing, subject to the

availability of the Village and the Sergeant. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the Village or its designated management as provided for in Article I, Section 1.3. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be divided equally by both parties. This grievance procedure shall provide the exclusive means available to Sergeants covered by this Agreement to air and adjust grievances or disputes with the Village over matters covered by this Agreement.

- (f) No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the Sergeant may immediately appeal to the next step or forego further processing of the grievance.
- (g) The Village shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violations thereof.

ARTICLE VII DUES AND CREDIT UNION DEDUCTION

7.1 Dues Deduction

Upon receipt of a signed authorization from a Sergeant as set forth in the form attached to this Agreement, Appendix E the regular monthly dues (uniform in dollar amount) of the Association shall be deducted from such Sergeant's pay. The financial officer of the Association shall notify the Village of Wheeling Finance and Administrative Services Director (with a copy to the Personnel Director) by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the first and second pay day of each month and shall be remitted promptly to the financial Sergeant of the Association.

7.2 Credit Union Deduction

Upon receipt of a signed authorization from a Sergeant on the form set forth by the Village of Wheeling and attached to this Agreement, the Village will deduct an amount of money each pay period as determined by the signed authorization on file with the Village Finance Department and will remit said monies promptly to any Village authorized credit union.

7.3 Fair Share

This clause shall not apply to bargaining unit employees who were not dues paying members of the CCPA on the date this Agreement was executed, but shall apply to all other bargaining unit employees.

During the term of this Agreement, employees who do not choose to become dues paying members of the CCPA shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the CCPA for collective bargaining and contract administration services rendered by the CCPA as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the CCPA. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the CCPA. The CCPA shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the CCPA and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The CCPA agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the CCPA agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the CCPA with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the CCPA. If the affected non-member and the CCPA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

7.4 Indemnification

The Association shall indemnify, hold harmless, and pay for the defense of the Village, its Sergeants, agents, and employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Village or any Sergeant, agent, or employee of the Village for the purpose of complying with the provisions of this Article.

ARTICLE VIII SOLICITATION POLICY

8.1 No Solicitation Provisions

- (a) Sergeant Solicitation. Solicitations by Sergeants seeking payments, contributions, memberships, signatures, funds and other similar solicitations or the distribution of non work related literature by Sergeants will not be permitted during the working time of any Sergeant involved in the solicitation and/or distribution. Solicitation or distribution by Sergeants on non-working time in a manner that disturbs other Sergeants performing work or is otherwise disruptive of the performance of the Village's work will not be permitted. Distribution of non work related literature by Sergeants will not be permitted in working areas any time.
- (b) Non-Employee Solicitation. Solicitation or distribution by non-employees will not be permitted during the working time of a Sergeant receiving the solicitation or distribution; at any time in areas not open to the public or in public areas where such activity is inconsistent with the intended and normal use of the area; or in a manner which disturbs Sergeants who are working.

8.2 Use of Bulletin Boards

The posting of non work-related materials or literature on Village of Wheeling bulletin boards used for Village of Wheeling business is prohibited. The Village shall provide an area to the Association where the Association may locate a bulletin board of not more than twelve (12) square feet for the posting of Association information. No material other than Association business shall be permitted.

8.3 Working Time - Definition

“Working time,” for purposes of this Article, does not include break time, lunch periods, or other periods where Sergeants are not required to be performing their job functions. Working time does include the times when Sergeants are required to be engaged in work

tasks and covers both the Sergeant engaged in solicitation or distribution of literature and the Sergeant to whom the solicitation or distribution is directed.

ARTICLE IX WORK INTERRUPTION

During the period of this Agreement, the Association, its Sergeants, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall a Sergeant take part in any work interruption, slow down, stoppage of work including mass sick calls, boycott, picketing or other interruption of or interference with the operation of Village of Wheeling properties.

Failure or refusal on the part of a Sergeant to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Village, and the Village shall have the right to take such disciplinary action in addition to all other rights and remedies which the Village may have or to which it is entitled, both at law and in equity.

The Village will not lock out any Sergeants during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE X USE OF PUBLIC PROPERTY

10.1 Vehicles, Equipment, Materials or Property

No Sergeant shall request or permit the use of Village-owned vehicles, equipment, materials, or property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as Village policy for the use of such Sergeant in the conduct of Village business.

10.2 Telephone

Departmental telephone equipment may not be used indiscriminately for the transmission of private messages. Long distance calls may only be made in accordance with Departmental procedures.

ARTICLE XI ETHICS CODE

All Sergeants shall be bound by the Village of Wheeling's Ethics Ordinance, Title 2, Chapter 2.06, of the Wheeling Municipal Code. (Attached as Appendix D).

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Discrimination

In accordance with applicable legislation, neither the Village nor the Association shall discriminate against any employee in a manner prohibited by law because of race, color, religion,

national origin, ancestry, age, sex, sexual orientation, marital status, handicap or disability, military status, unfavorable discharge from military service, or any other characteristic that is currently protected by applicable law. All Sergeants are required to report to the Personnel Director via the chain of command, in writing, any knowledge of such discrimination. All evidence of such discrimination brought to the attention of the Personnel Director will result in an immediate investigation. Neither the Village nor the Association shall interfere with the right of a Sergeant to become or not become a member of the Association and shall not discriminate against any such Sergeant because of Association membership or non-membership activity or status.

12.2 Operational Area

Police Department personnel may function within the Village of Wheeling and within other jurisdictions of the state while in the performance of actual police duties and outside the State of Illinois when assigned by the Chief of Police or his designee.

12.3 Secondary Employment

- (a) Secondary Employment in General - All secondary employment including off duty employment and extra duty employment shall be governed by and subject to the policies and procedures of Wheeling Police Department General Orders, as may be amended from time to time.
- (b) Scheduling of Authorized Extra Duty Employment - Extra duty employment shall be distributed on a voluntary basis using an Extra Duty Employment List based on seniority. Extra Duty assignments are only available to Patrol Officers and Sergeants. A card file, initially set up based on seniority will be maintained by the Commander of Patrol. If no one volunteers through this process, then the Chief of Police or his designee shall have the right to assign the Extra Duty based on reverse seniority.

Upon availability of extra duty employment, the Commander or his designee, will proceed as follows:

1. The officer or Sergeant whose name appears at the front of the card file will be contracted and offered said extra duty employment. Noted will be date, time, response and detail offered.
2. If said extra duty employment is accepted or refused, the officer or Sergeant's card will be placed at the back of the card file.
3. If the officer or Sergeant is not available due to scheduled duty, vacation, holiday or no contact was made, his card will remain at the front of the card file. The next officer or Sergeant in line will then be contacted using the same above procedure. If extra duty employment is offered to a Sergeant with less than twenty four (24) hours notification and he is unable to accept due to prior engagements, his card will remain in the front of the card file until the next extra duty employment is offered.

4. If a Sergeant is scheduled for vacation or a holiday, he will not be notified of any extra duty employment for that time period unless he has notified the Commander of Patrol in writing of his availability. No Sergeant off on sick time will be allowed to work extra duty employment.

Extra duty employment will be offered at two (2) rates unless otherwise mutually agreed upon with the Chief of Police and the Association. Rate #1) Extra duty employment where enforcement action is the primary consideration i.e., Familyfest/Labor Strikes, will be contracted out at overtime pay at the top Police Officer's hourly pay rate with a three (3) hour minimum. Rate #2) Extra duty employment considered to be primarily non-enforcement type action, i.e., traffic direction/general security, will be done at the top Police Officer's hourly pay rate with a two (2) hour minimum.

12.4 Lunch Period

When and if time permits, a Sergeant will be allowed one forty-five (45) minute lunch break and one fifteen (15) minute coffee break per scheduled shift. Scheduling of lunch breaks shall be in accordance with the Rules and Regulations of the Police Department.

12.5 Recitals

The recitals to this Agreement are referred to and incorporated herein by reference.

12.6 Savings Clause

If any provision of this Agreement is subsequently declared to be unlawful, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

12.7 Gender

References made herein to the masculine or feminine shall each apply to the other gender.

12.8 Board of Fire and Police Commissioners

Nothing in this Agreement shall be construed to limit or interfere with the powers, duties and responsibilities of the Village of Wheeling Board of Fire and Police Commissioners.

12.9 Duty Schedules

The duty schedules for Sergeants shall be posted at least ten (10) days prior to the start of such schedules.

12.10 Local Mandates

The parties acknowledge that the Illinois General Assembly may enact legislation providing additional benefits or increases in existing benefits for Sergeants or immediate

families of Sergeants other than provided for in this agreement and which may increase costs in the Police Department's budget over those which exist at the time this agreement was executed. In the event such legislation is enacted, the Village may request bargaining regarding the costs and other impact of those additional benefits upon the Village. No such additional benefits shall take effect pending the outcome of any bargaining which has been requested by the Village. The Association may choose not to accept those additional benefits in lieu of bargaining with the Village to the extent provided by law. If agreement cannot be reached during such bargaining, then the impasse resolution procedure provided for under the Rules and Regulations of the Illinois State Labor Relations Board shall be utilized.

12.11 Residency

No employee covered by this agreement shall be required to reside within a particular geographic area as a term or condition of employment.

12.12 Savings for Post-Retirement Medical Costs/VEMA

- (a) The Village shall cooperate with the Union to establish a VEMA Account Plan through the auspices of IPPFA. The Village will pay any start-up fees up to a total of \$1,250. Thereafter, participating employees or the Union will pay any remaining costs.
- (b) The Village agrees to make pre-tax payroll deductions for participants, as provided for in the Plan. The Village will permit variation in deductions between employees and over time for the same employees only as permitted in the then current Plan and by law.
- (c) Employees shall contribute unused sick days to VEMA in accordance with VEMA rules and subject to the following limitations: employees with at least 500 hours of accrued sick leave may contribute 1 sick day; employees with at least 750 hours of accrued sick leave may contribute 2 sick days and employees with at least 1,000 hours of accrued sick leave may contribute 3 sick days. The level of accrued sick leave will be determined as of May 1 for contributions in that contract year. The amount contributed will be 100% of the pay the employee would receive for the sick day the year it is contributed.
- (d) Any sick days contributed to the VEMA plan will not count as banked hours for purposes of the SLDPA or any other purpose.
- (e) Upon retirement, the participant shall convert the SLDPA balance into VEMA in accordance with VEMA rules.
- (f) The Village shall have no further responsibility for the operation of the VEMA Plan and is not a guarantor of its benefits to individual employees. The Union and the VEMA Fund agree to indemnify and hold the Village harmless for any claims, taxes, withholding, penalties or other amounts relating to the VEMA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

VILLAGE OF WHEELING

**COMBINED COUNTIES POLICE
ASSOCIATION,
WHEELING CHAPTER**

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

By: _____

Side Letter of Agreement between the Village of Wheeling and CCPA, Wheeling
Chapter – Police Sergeants concerning a Fitness Incentive Program

The parties agree that sworn Police Sergeants may participate in the Fitness Incentive Program identified in S.O.P. M - 3, as may be changed from time to time provided that the Union is afforded an opportunity to have input concerning any contemplated changes.

For the Village:



A handwritten signature in black ink, consisting of a large initial 'Q' followed by several loops and a horizontal line at the end, positioned above a horizontal line.

6/2/14

Date.

For the CCPA:



A handwritten signature in black ink, appearing to be 'A. B. W.' followed by '#78', positioned above a horizontal line.

05/14/14

Date.

SIDE LETTER OF AGREEMENT

Retired officers who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

Retired officers who have retired after August 7, 1995, were hired prior to August 15, 1981, and are being provided health insurance benefits through the Village may receive Single + 1 or Family coverage provided the retiree pays all premiums for dependant coverage and the retiree pays the same rate for single coverage as active employees.

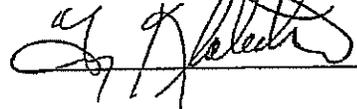
The parties agree that neither this side letter nor the matters contained herein shall be used in any future negotiations or in any arbitration proceeding as evidence of a negotiated precedent or a past practice.

Agreed to this 13th day of December, 2004.

FOR THE ASSOCIATION:



FOR THE VILLAGE:



Side Letter of Agreement

The Village of Wheeling and the Combined Counties Police Association, Wheeling Chapter, enter into this agreement, which shall apply to all active employees and retired bargaining unit members, having retired in good standing, employed on or before August 15, 1981.

The parties agree that when a retiree becomes Medicare eligible, the retiree shall apply for same and when the spouse becomes Medicare eligible, the spouse shall apply for same. If the retiree and spouse are covered by the Village's group health insurance program when the retiree becomes Medicare eligible and the spouse is not Medicare eligible, the retiree shall choose one of the following two options with respect to the premium he or she pays for his or her spouse's coverage.

The retiree may either (1) continue for as long as the retiree and spouse participate in the Village's group health program to pay, for their spouse's coverage, the difference between the rate paid by active employees for Single coverage and the rate paid by active employees for Single & One Dependant coverage (see attached sheets for illustration), or (2) pay for their spouse's coverage the difference between the rate paid by Medicare eligible active employees for Medicare Single coverage and the rate paid for Medicare eligible active employees for Medicare Single/Active Single coverage (see attached sheets for illustration), until the spouse becomes Medicare eligible, and then pay the lower Medicare Single rate.

At least 120 days but no greater than 180 days prior to the retiree becoming Medicare eligible, the Village will notify the retiree of the above plan options. At least 45 days prior to becoming Medicare eligible, the retiree shall make an irrevocable election (between option 1 and option 2) and notify the Village in writing of same. Failure of the retiree to make a timely election shall result in the Village making the election.

The Village will notify the retiree by certified mail, return receipt requested, to the last mailing address provided by the employee. It shall be the obligation and responsibility of the retiree to provide the Village with his or her last mailing address.

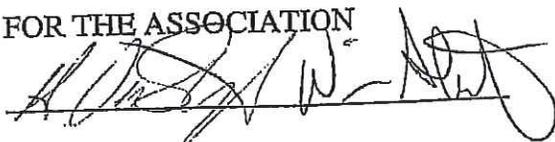
In addition, if the retiree is required to pay a portion of the Village's group health program premium for his or her own coverage, the retiree's share of the premium shall be based on the rate paid by active employees for Single coverage if he or she is not Medicare eligible, or the Medicare Single rate if he or she is Medicare eligible.

If the retiree is not Medicare eligible and dies before his or her spouse, the spouse may elect to continue coverage with the Village's group health program if mandated by State or Federal law. The rate the spouse pays shall be based on the rate paid by active employees for Single coverage. When Medicare eligible, the spouse will pay the Medicare single premium; however, if the retired employee was Medicare eligible and was participating in option 1, then the spouse shall continue with that plan as outlined above.

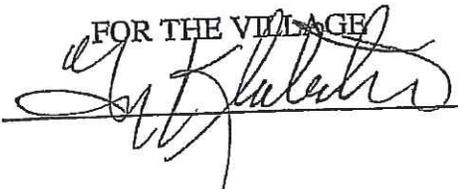
This agreement shall become effective upon its execution.

Agreed to this 13 day of December, 2004.

FOR THE ASSOCIATION



FOR THE VILLAGE



SIDE LETTER ILLUSTRATION OF HEALTH COSTS

COVERAGE	2004-2005
	RATES*

HMO - All Employees

Single	\$324.56
Single & One Dept.	\$675.64
Family	\$1,077.58
Medicare Single	\$276.94
Medicare Single + 1	\$553.60

PPO - PW Union & Non Union Employees

Single	\$655.16
Single & One Dept.	\$1,025.22
Family	\$1,228.25
Medicare Single	\$297.34
Medicare Single/Active Sing	\$925.18
Medicare Family	\$567.33

PPO - Police Union

Single	\$638.43
Single & One Dept.	\$997.39
Family	\$1,194.33
Medicare Single	\$291.35
Medicare Single/Active Sing	\$900.35
Medicare Family	\$553.24

PPO - Fire Union

Single	\$657.27
Single & One Dept.	\$1,027.33
Family	\$1,230.36
Medicare Single	\$299.45
Medicare Single/Active Sing	\$927.29
Medicare Family	\$569.44

***NOTE: THESE RATES WILL CHANGE EACH HEALTH INSURANCE PLAN YEAR.**

ILLUSTRATION OF PLAN OPTIONS

The following formula illustrates how the two (2) plan options will be implemented **once the retiree reaches Medicare age**. To determine the monthly cost to cover his/her spouse under the Village's medical plan, the retiree need only apply the formula (below) for the option they have chosen. It should be noted that the monthly cost to the retiree will change as premiums increase or decrease July 1st of each plan year. The Village will provide the new insurance rates to the retiree by July of each plan year.

OPTION #1:

PPO & HMO PLANS

Subtract the Single Premium from the Single & One Dependent Premium:

	Single & One Dependent Premium
(minus)	<u>Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse.

OPTION #2:

PPO PLAN

Subtract the Medicare Single Premium from the Medicare Single/Active Single Premium:

	Medicare Single/Active Single Premium
(minus)	<u>Medicare Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

HMO PLAN

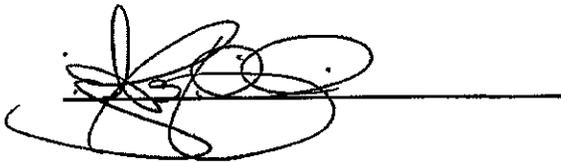
Subtract the Medicare Single Premium from the Single & One Dependent Premium:

	Single & One Dependent Premium
(minus)	<u>Medicare Single Premium</u>
(equals)	Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.

Side Letter of Agreement between the Village of Wheeling and CCPA, Wheeling
Chapter – Police Sergeants concerning FLSA 7(g)(2)

Provided an employee has signed an FLSA Section 7(g)(2) agreement in the format attached to this side letter of agreement, an employee may, at the employer's discretion, perform Police Radio Operator work outside of his/her regularly scheduled hours of work, with such assignments or functions to be paid at a separate rate. Such work shall be paid at the overtime rate applied to Step 7 of the wage scale for Communications Personnel. This agreement shall not apply in instances where the employee is assigned to perform the duties of a Police Radio Operator pursuant to a light duty assignment. In those instances, the employee will be paid at the appropriate rates applicable for his or her Police Sergeant position.

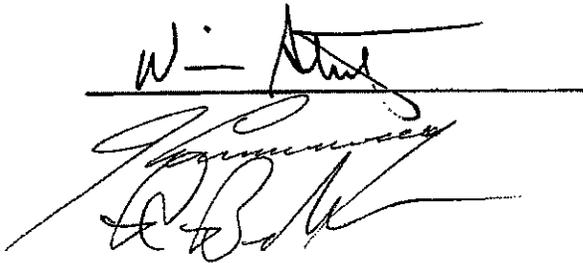
For the Village:



Nov. 20, 2012

Date

For the CCPA:



11/9/12

Date 11/20/12

11/20/12

Section 7(g)(2) Agreement

I agree and understand that for all straight time hours in my regular job as Police Sergeant, I will be paid \$ _____ per hour, and I will be paid 1½ times that rate or \$ _____ per hour for all overtime hours worked in that regular job. I also agree and understand that for all hours worked in any secondary job as a Police Radio Operator, I will be paid the overtime rate of \$49.04 per hour, which is 1½ times the straight time rate of \$32.69 per hour, for all hours worked in that secondary job. This agreement shall not apply in instances where I am assigned to perform the duties of a Police Radio Operator pursuant to a light duty assignment. In those instances, I will be paid at the appropriate rates applicable for my Police Sergeant position.

Signature

Dated: _____



TRAVEL POLICY

Revised 1/1/2010

Travel can play an important role in the Village's efforts to provide superior and responsive governmental services to the residents of Wheeling. When conducting business on behalf of the Village, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses.

Control of travel authorization is the responsibility of each department head. Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Approval of travel expense forms is more than a formality. It indicates that expenses submitted have been reviewed and have been found to comply with Village regulations regarding travel and authorized business expenses.

All Village personnel traveling or incurring business expenses on behalf of the Village, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under Village control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

1. Travel Authorization

It is Village policy that all travel requiring an overnight stay must be approved in advance by the employee's Department Head, the Director of Finance & Administrative Services and Village Manager. This applies to all travel of this nature even in instances where the travel has been budgeted or a travel advance is not requested. Requests for travel authorization shall be submitted using the Village's travel authorization form (see Exhibit 1.)

2. Travel Arrangements

To reduce travel costs, Village employees are encouraged to seek the assistance of a travel agent or an Internet website when purchasing air travel and reserving cars and hotel rooms. Whenever possible, travel should be arranged using the least expensive

means possible. Employees should use good judgment when determining logical routes for arriving at the intended destination.

3. Air Travel

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In general, lowest available fare is defined as the least costly fare available at the time of ticketing, and may include one stopover or connecting flight. (This is not intended to limit travelers who may wish to arrange airfare using more than one stopover or connecting flight as savings and time permits.) In order to take advantage of available discounted fares, travelers are requested to make reasonable adjustments in their travel plans.

Employees should make air travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised.

All air travel at Village expense must be by coach.

4. Ground Transportation

It is expected that employees use the most effective ground transportation available, considering cost, time, availability and scheduling.

The cost of public transportation, including tips, is reimbursable with a receipt unless one cannot be obtained.

a. Village Owned Vehicles

Village owned vehicles shall be used to travel to destinations of up to 200 miles from Wheeling, unless another form of travel is less expensive or more practical. Special approval for longer trips may be granted by the Director of Finance & Administrative Services if there will be more than one employee making the trip or for some other practical reason.

b. Taxi and Airport Transportation

Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis may be used as necessary taking into consideration the cost of other means of transportation. A receipt is required for reimbursement of these expenses.

c. Rental Passenger Automobiles

Rental automobiles may be used as necessary but must be approved in advance by the Department Head, Director of Finance & Administrative Services and

Village Manager. Receipts are required for reimbursement of all expenses related to rental automobile use. Arrangements for rental automobiles should be made through a travel agent or Internet website whenever possible.

d. Personal Vehicles

Expenses of travel by automobile are reimbursable at the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare.

Employees using personal vehicles on Village business must have adequate automobile insurance in compliance with State law.

5. Meals

Travel Requiring An Overnight Stay:

Employees engaged in travel necessitating an overnight stay will receive a per diem meal allowance. The per diem amount shall be equal to the Internal Revenue Service's Standard Meal Allowance rate (updated every October) for Chicago, Illinois (regardless of the city to which the employee travels). The applicable rate shall be the rate in effect at the time of travel (e.g. \$66 per day as of October 2009). The per diem amount shall include tax and tip. Receipts for meals are *not* required. Any costs exceeding the per diem amount are the responsibility of the employee. Employees are not required to reimburse the village for per diem funds not spent unless the trip is shorter than originally anticipated or canceled altogether.

Note: Employees will receive a pro-rated per diem stipend for partial days traveled. For example, an employee returning from a trip in the morning following breakfast would receive 1/3 of the per diem amount for the day rounded to the nearest dollar.

Attendance at Seminars or Conferences Not Requiring an Overnight Stay:

The per diem meal allowance shall not apply to employees attending seminars and conferences not requiring an overnight stay.

6. Hotels

Employees are expected to use reasonably priced lodging. When making reservations or registering, the employee shall ask for and use the government or corporate rate. Whenever practical, hotels reservations should be made using a travel agent or Internet website. Otherwise, good judgment should be used in selecting hotels which provide comfortable lodging at reasonable prices.

Reimbursement for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If a conference, for example, begins on Sunday

morning and ends Thursday at noon, reimbursement for Saturday night through Wednesday night would be allowed. If an employee chooses to arrive earlier or stay later, the additional lodging and other expenses are his or her personal expense. However, if staying an extra night (e.g. Saturday) will result in an airfare discount in excess of the additional total expenses to be incurred, these expenses will be reimbursable.

7. Telephone Calls (personal and work related)

The Village recognizes that it may be necessary for employees traveling on Village business to check in with the office from time to time. Placing long distance calls using hotel phones is often prohibitively expensive. To avoid these high costs, the Village encourages employees to use their Village assigned cellular phone to place work related calls while on the trip. The cost of personal calls placed from the employee's hotel room shall be the employee's responsibility.

8. Accompaniment by an Immediate Family Member

The Village will not reimburse employees for travel costs of immediate family members traveling with employees on official Village business. If a family member accompanies the employee for personal reasons, only those costs related to the employee's travel will be reimbursed.

9. Combined Business/Personal Travel

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the employee.

10. Non-Allowable Expenses

The Village's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the Village. However, there are specific types of expenses that are considered personal, and are therefore not reimbursable. These include but are not limited to:

- 1) Cleaning, pressing, and laundry;
- 2) Personal entertainment including movies, videos or pay per view services in a hotel room;
- 3) Airline and other trip insurance;
- 4) Beautician, barber, manicurist and shoe shine;
- 5) Repairs on personal automobiles damaged while on company business;
- 6) Traffic violations and court costs;

- 7) Membership fees in airline clubs.
- 8) Alcohol or drugs of any kind.

Unless otherwise addressed by this policy, the Director of Finance & Administrative Services shall have the authority to decide questions regarding whether or not a particular expense is reimbursable.

11. Approved Forms of Payment

The Village prefers that reservations booked through travel agencies be paid by issuing a purchase order to the travel agent. Payment will be made, in accordance with the Village's accounts payable schedule, after a copy of the confirmation statement has been submitted to the Finance Department and payment has been authorized. Payment will not be made unless the Director of Finance & Administrative Services and Village Manager have approved a travel authorization form.

Employees that have Village issued credit cards, or who wish to use a personal credit card, may use one to pay for travel related expenses. However, employees shall still be responsible for obtaining receipts and submitting a completed travel expense report to the Finance Department when the travel has been completed.

12. Advances

Travel advances may be issued to employees to cover travel expenses that cannot be arranged through a travel agent. The advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a completed travel authorization form containing the following information:

- 1) Name, title and department of employee receiving the travel advance;
- 2) Account number to which the expenses will be charged;
- 3) Purpose of the trip;
- 4) Destination;
- 5) Beginning and ending dates of the trip;
- 6) Estimate of all expenses including transportation, lodging, meals, registration and miscellaneous expenses including items paid directly;

Advance requests require the signature of the applicable Department Head, Director of Finance & Administrative Services and Village Manager. Travel advance forms must be completed and submitted to the Accounts Payable Clerk at least two (2) weeks before the date needed. The travel advance form must be filled out regardless of whether or

not a travel advance is necessary. Employees are responsible for ensuring that the completed travel advance form is received by the Finance Department prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within five (5) days after completion of the travel. A travel advance will not be issued if any prior advance is outstanding. Completed travel advance forms are to be forwarded to the Department of Finance & Administrative Services with all receipts attached. Any unused travel advance money must accompany this form.

13. Expense Reporting

The travel expense form (see Exhibit 2) should be filled out in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the statement as possible including the cost of registration, books, meal allowances, hotel, airfare, etc. regardless of whether it was paid directly to a vendor (e.g. registration fees) or by credit card (e.g. hotel bill). Original receipts must be included except when it is impractical to do so or when specifically exempted by this policy (e.g. meals, cost of public transportation, tips, parking meters, etc.). A completed expense report, with a copy of the travel authorization form, shall be submitted to the Finance Department within (5) five days following completion of the trip.

Employees may direct any questions regarding this policy to the Director of Finance & Administrative Services.

APPENDIX B

SCHEDULE OF BENEFITS

Major Medical Coverage

Maximum Lifetime Benefit

Mental Health, Alcoholism and
Chemical Dependency Treatment —

- outpatient, number of visits 45*
- inpatient, number of days 10*

two days of partial hospitalization will
be considered the same as one day of
inpatient hospital confinement

- All Benefits Paid \$3,000,000, or the
amount provided by applicable law, whichever is higher.

Maximum Annual Benefit

Mental Health, Alcoholism and
Chemical Dependency Treatment —

- outpatient, number of visits 25*

Maximum Annual Out-of-Pocket Expense

- Individual \$1,500
- Family \$3,000

Out-of-pocket expense is the plan deductible and percentage of covered expenses that you or your covered dependent pays. If the individual out-of-pocket maximum is reached during a benefit period, the benefit percentage is 100% for covered expenses incurred by that person for the rest of the benefit period. If the family maximum is reached during a benefit period, the benefit percentage is 100% for you and all your covered dependents for the rest of that benefit period. The benefit percentage for outpatient mental health and any unauthorized treatment or services will not apply to the out-of-pocket maximum and will not increase to 100% regardless of satisfying the out-of-pocket maximum.

Benefit Period Calendar Year

Deductible		<u>Eff 1/1/17</u>
- Individual	\$400	\$550
- Family	\$800	\$1,100
- Accumulation Period	12 months	

SCHEDULE OF BENEFITS

Benefit Percentage	Network	Non-Network
- Hospital Expenses	90%	60%
- Surgery Expenses	90%	60%
- Mental Health, Alcoholism and Chemical Dependency Treatment —		
- inpatient expenses	90%	60%
- outpatient expenses	90%	60%
- All Other Covered Expenses	90%	60%

Prescription Drug Program

Prescription Drug Co-Pay:

\$10.00/\$20.00/\$35.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$40.00/\$70.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay program.

Effective July 1, 2016

Prescription Drug Co-Pay:

\$10.00/\$30.00/\$50.00 – Pharmacy for generic, formulary and non-formulary, respectively.

\$20.00/\$60.00/\$100.00 – Mail Order (3 month supply) for generic, formulary and non-formulary, respectively.

No out-of-pocket maximum applied to Prescription Drug Co-Pay program.

Newborns and Mothers Health Protection Act

Group health plan issuers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, or require that a provider obtain authorization from a plan issuer for prescribing a length of stay not in excess of the above. Stays beyond the mandated two day stay after normal vaginal delivery or four day stay after cesarean delivery are subject to the preauthorization requirements of the plan, if any.

Covered Expenses

Covered expenses are limited per benefit period as shown below and subject to deductible and/or benefit percentages, if any.

Extended Care Facility Expenses

- maximum number of days 60*

Hospice Care Expenses

- maximum number of days 26*

All Other Covered Expenses Reasonable and customary charge

Family Wellness Care

- Per Person (Preventative Care/No Deductible/Not Subject to Maximum Out of Pocket) - \$250.00 (Benefit Percentage: 100%)*

Well Child Care

- Per Child (Preventative Care & Immunizations/No Deductible/Not Subject to Maximum Out of Pocket) - \$250 (Benefit Percentage: 100%)*

Vision Care

- Per Person (Preventative Care & Optical Devices/No Deductible/Not Subject to Maximum Out of Pocket) - \$200 (Benefit Percentage: 100%)

Advanced Procedures (Transplants)

Procedures done at an Advanced Procedures DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses 90%

Procedures done at a NON-DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage same as any other surgery

* Limits are as stated or the amount provided by applicable law, whichever is higher.

Nothing in this Agreement or this Appendix B shall prevent the Village from implementing changes required under federal or state healthcare legislation.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

APPENDIX C

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week 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 reintroduction briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



APPENDIX D

Chapter 2.06 CODE OF ETHICS*

Sections:

- 2.06.010 Declaration of ethics policy.
 - 2.06.020 Definitions.
 - 2.06.030 Persons affected.
 - 2.06.040 Fair and equal treatment.
 - 2.06.050 Conflict of interest in contracts.
 - 2.06.060 Preacquisition of interest.
 - 2.06.070 Appearances for private interests.
 - 2.06.080 Nondisclosure of confidential information.
 - 2.06.090 Incompatible service.
 - 2.06.100 Solicitation of employment.
 - 2.06.110 Later case interest.
 - 2.06.120 Common law conflict of interest--Action required.
 - 2.06.130 Adoption of the State Gift Ban Act.
 - 2.06.140 Political activity.
 - 2.06.150 Filing of complaints--Investigation thereof.
 - 2.06.155 Action by village attorney.
 - 2.06.160 Action by village manager.
 - 2.06.170 Complaints.
 - 2.06.180 Penalties.
 - 2.06.190 Applicability of other laws.
- * Prior ordinance history: Ords. 1354, 1472, 1698 and 3441.

2.06.010 Declaration of ethics policy.

It is the policy of the village that its employees and elected and appointed officers shall, in all cases, exercise their judgment and perform their duties for the sole benefit of its citizens. Therefore, all such persons shall avoid accepting or retaining any economic benefits or opportunities which could impair or present an actual threat to the exercise of independent judgment. It is the responsibility of all such persons to maintain the highest standards of ethical behavior by acting with steadfast integrity, unconditional impartiality and a total devotion to the best interests of the village's citizens. Furthermore, all such persons shall endeavor to avoid even the appearance of impropriety.
(Ord. 3722 § A, 2003)

2.06.020 Definitions.

Unless the contrary is stated, or clearly appears from the context, when used in this Chapter, the following words and phrases shall have the meanings indicated:

- (1) "Business entity" means any organization or enterprise operated for profit, including, but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.
- (2) "Gift" means anything of economic value, tangible or intangible, regardless of the form, without adequate and lawful consideration. The term Gift shall include any gratuity, discount, entertainment, hospitality, loan, or forbearance having monetary value.
- (3) "Immediate family" means an individual's spouse, dependent children, others if the interest herein required to be disclosed is constructively controlled by the person required to file a statement of economic interest pursuant to state statutes.
- (4) "Income" means salary, wage, advance, payment, fee, honorarium or any other consideration for personal, professional, or commercial services, rent, dividends, interest, capital gains received from the sale of real or personal property, stocks or bonds, return of capital, forgiveness or payment of indebtedness, discount in the price of anything of value unless the

discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, contribution to an insurance or pension program paid by any person other than an employer. Income also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns directly, indirectly or beneficially, a five percent or greater interest.

(5) "Interest in real property" means and includes, but is not limited to the following: legal or equitable Title, a beneficial interest in any trust (including a land trust), any assignment of any interest from a beneficiary or any other party of an interest, a power to direct conveyance, a right to receive rents or proceeds from the property, a lien, a tax sale certificate, an option, or any other financial interest, real or personal, direct, or indirect, in such property, including status as a nominee or an undisclosed principal.

(6) "Payment" means consideration, distribution, transfer, loan, advance deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.

(7) "Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business, trust company, corporation, association, committee, and any other organization or group of persons acting in concert.

(8) "Public official" means any person holding an office of the village by election or appointment, whether paid or unpaid, including members of any board, committee, or commission thereof.
(Ord. 3722 § A, 2003)

2.06.030 Persons affected.

All of the provisions of this code, except as otherwise indicated, shall apply to elected and appointed officials of the village and to all employees of the village.
(Ord. 3722 § A, 2003)

2.06.040 Fair and equal treatment.

(a) Use of Public Property. No public official shall request or permit the use of village-owned vehicles, equipment, materials, personnel, or property including intellectual property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as village policy for the use of such official in the conduct of official business.

(b) Obligations to Citizens. No public official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is afforded to the public in general.
(Ord. 3722 § A, 2003)

2.06.050 Conflict of interest in contracts.

No elected or appointed officer or employee of the village, whether paid or unpaid, shall have any interest directly or indirectly in any contract, work or business of the village, except as may be permitted under the de minimus exceptions set forth in the following state statutes: 50 ILCS 105/3, 105/3.1 and 105/3.2 and 65 ILCS 5/3.1-55-10. Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10, entitled "Interest in contracts") and Paragraph 105/3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3) are hereby specifically incorporated into this code as and for the village's conflict of interest in contracts provisions.
(Ord. 3722 § A, 2003)

2.06.060 Preacquisition of interest.

No public official or employee shall acquire any interest in, or any interest affected by, any contract, transaction, zoning decision, or other matter at a time when such public official or employee believes or has reason to believe the interest will be directly or indirectly affected by an official act or action of the public official or employee. This provision shall not apply to any interest received through inheritance or under the laws of intestacy.
(Ord. 3722 § A, 2003)

2.06.070 Appearances for private interests.

No public official or employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or minor children, before the village board, or any commission, or committee of the village. However, a member of the president and board of trustees may appear

before village commissions or committees on behalf of his constituents, in general, in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations. No public official or employee shall receive compensation for such appearances. (Ord. 3722 § A, 2003)

2.06.080 Nondisclosure of confidential information.

No public official or employee, with respect to any contract, transaction, zoning decision or other matter which is or may be the subject of an official act or action of the village, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the village or use such information to advance the financial or other private interest of the public official or employee or others. (Ord. 3722 § A, 2003)

2.06.090 Incompatible service.

No public official or employee shall solicit, engage in or accept private employment or render service for private interests when such employment or service is incompatible with the proper discharge of his official acts or actions or would tend to impair his independence of judgment in the performance of his official acts or actions. (Ord. 3722 § A, 2003)

2.06.100 Solicitation of employment.

No public official or employee shall solicit or accept income or employment from any person with which he or his board, commission, committee or department is involved for or on behalf of the village and which he is or may be called upon to take or render an official act or action in his official capacity. (Ord. 3722 § A, 2003)

2.06.110 Later case interest.

No public official or employee shall, after the termination of service or employment with the village, appear before any board, commission, committee or agency of the village in relation to any case, proceeding, application, transaction or contract in which he personally participated during the period of his service or employment or which was under his active consideration. (Ord. 3722 § A, 2003)

2.06.120 Common law conflict of interest--Action required.

A potential common law conflict of interest can arise whenever official action could result in a personal advantage or disadvantage to the interested official, even in circumstances which are not violative of the state conflict of interest statutes. Whenever an official has a common law conflict of interest, such official shall disqualify himself or herself from voting on the matter, shall not take any part, whatsoever, in the discussion of the matter and shall disclose publicly his or her interest which causes the common law conflict of interest. (Ord. 3722 § A, 2003)

2.06.130 State Officials and Employees Ethics Act.

- A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the "Act" in this section) are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 ILCS 430/70-5.
- B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.
- C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.
- D. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.
- E. For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).

F. The penalties for violations of this section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.

G. This section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

H. Any amendment to the Act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the village.

I. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois Supreme Court.

J. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

(Ord. 3868 § 1, 2004; Ord. 3722 § A, 2003)

2.06.140 Political activity.

(a) No public official or employee shall offer or promise to take any official act or action on behalf of any candidate or political party.

(b) No appointive public official or employee shall orally, by letter, or otherwise, by use of official authority or influence, solicit or be concerned in soliciting any assessment, subscription or contribution to any political party; nor shall he be a party to such solicitation by others.

(c) No public official or employee shall promise an appointment to any village position as a reward for any political activity.

(d) No public official or employee shall display, cause to be displayed or permit the display of campaign materials, pamphlets, or buttons on village vehicles or on village property.

(e) No public employee shall conduct any campaign or political activity while on duty or while wearing a uniform normally identified with the village.

(f) No public official or employee shall conduct any campaigning or political activity on village property.

(Ord. 3722 § A, 2003)

2.06.150 Filing of complaints--Investigation thereof.

The village clerk is authorized to receive and maintain a log of all complaints made against individuals subject to this Chapter. Complaints alleging a violation of the State Gift Ban Act provisions of Section 2.06.130 of this Chapter shall be filed with the state legislative ethics commission pursuant to Section 2.06.130(3) hereof. All complaints against elected or appointed village officials and the village manager alleging a violation of the conflict of interest provisions of this Chapter shall be submitted to the village attorney for investigation. All complaints against village employees, including department heads, alleging a violation of the conflict of interest provisions of this Chapter shall be submitted to the village manager.

(Ord. 3722 § A, 2003)

2.06.155 Action by village attorney.

Upon review of the evidence, the village attorney shall prepare a written report and recommendation for the board of trustees. If the village attorney determines that the complaint is not sustained, he or she shall so state in the recommendation portion of his or her written report. On the other hand, if he or she determines that the complaint is sustained, the report shall include

recommendations for such administrative or legal action as deemed appropriate. The board shall then review the report and recommendations of the village attorney, and, by majority vote including the president, determine what action, if any, is to be taken in accordance with the provisions of this Chapter. If it is a member of the board of trustees who is accused, that member shall not participate in the vote. In the event no violation is found, the village attorney's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. To the extent that it is practical to do so, an elected official should use his or her best efforts to notify, in writing, other elected village officials prior to filing a complaint or charges against any village official.
(Ord. 3722 § A, 2003)

2.06.160 Action by village manager.

Upon review of the evidence, the village manager shall prepare a written report containing his or her findings and conclusions. If the village manager determines that the complaint is not sustained, he or she shall so state in the conclusions portion of his or her written report. On the other hand, if the village manager determines that the complaint is sustained, the report shall include his or her conclusions as to the appropriate disciplinary action to be taken against the employee. The village manager shall have the power to discharge, suspend without pay or demote any employee against whom the village manager sustains the complaint. Any such disciplinary action taken by the village manager pursuant hereto shall be in full compliance with the applicable provisions of the personnel policy manual of the village. In the event no violation is found, the village manager's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. However, the person making the complaint shall be notified in writing by the village manager of his or her decision.
(Ord. 3722 § A, 2003)

2.06.170 Complaints.

Any person who believes that a violation of any portion of this Chapter has occurred may file a complaint with the village clerk pursuant to Section 2.06.150. Each complaint shall be signed by the person filing the complaint and such signature shall constitute a certification that to the best of his or her knowledge, information and belief, the facts contained within the complaint are true. The provisions of this Chapter shall not alter the employment relationship of any employee nor provide any employee with additional rights.
(Ord. 3722 § A, 2003)

2.06.180 Penalties.

Any person subject to the provisions of this Chapter who violates any of its provisions shall be subject to the following sanctions and/or penalties:

- (1) The village board, after review of the village attorney's recommendation and conclusions, may take the appropriate corrective or disciplinary action against any person who is subject to the terms of this Chapter and who is found to have violated the provisions thereof.
- (2) In appropriate circumstances, the village board may direct that appropriate legal proceedings be commenced for the purpose of removal from office.
- (3) The village board may recommend a judicial proceeding to be brought, and if the person is found by a court of competent jurisdiction to be guilty of knowingly violating any of the provisions of this Chapter or furnishing false, misleading or incomplete information during the investigation with the intent to mislead, upon conviction thereof shall be punished by a fine of not more than one thousand dollars for any one offense.
- (4) If a court determines that a complaint filed pursuant to Section 2.06.170 was malicious or frivolous in nature, the court may assess against the complainant reasonable attorney's fees and other litigation costs reasonably incurred by the prevailing party.

(Ord. 3722 § A, 2003)

2.06.190 Applicability of other laws.

Nothing in this Chapter shall be deemed to in any way restrict the application of any state, local or common law provision with respect to conflict of interest, malfeasance, misfeasance or nonfeasance in office or employment which would otherwise be applicable to any individual

subject to the provisions of this Chapter. The provisions of this Chapter shall be deemed to be additional requirements and shall in no way be construed as a derogation of present statutory penalties and other local remedies for acts prohibited in this Chapter.
(Ord. 3722 § A, 2003)

APPENDIX E

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION
DUES AND ASSESSMENTS

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the CCPA - Wheeling Chapter Patrol Officers and remit said amounts to the Association.

I understand that this checkoff authorization cannot be canceled by me unless I give written notice to the Village and the Association between ninety (90) and forty-five (45) days prior to the expiration date of the contract.

.....

Print Name

Signature

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.E

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: **May 23, 2016**

TITLE OF ITEM SUBMITTED:

**RESOLUTION TO AUTHORIZE A TEMPORARY INCREASE IN THE NUMBER
OF LIEUTENANT/PARAMEDIC POSITIONS AND THE TOTAL NUMBER OF
PERSONNEL WITHIN THE FIRE DEPARTMENT**

SUBMITTED BY: **Keith S. Maclsaac, Fire Chief**

BASIC DESCRIPTION OF ITEM¹:

**Authorization to promote a Firefighter/Paramedic to Lieutenant/Paramedic
and hire a replacement Firefighter/Paramedic due to an extended medical
absence by a current Lieutenant/Paramedic.**

BUDGET²: None

BIDDING³: None

EXHIBIT(S) ATTACHED:

- 1. Memo – May 18, 2016 (Fire Chief Keith Maclsaac)**
- 2. Resolution**

RECOMMENDATION: **Approval**

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMO

DATE: May 18, 2016

TO: Jon Sfondilis, Village Manager
Michael Crotty, Assistant Village Manager/HR Director

FROM: Keith Maclsaac, Fire Chief

CC: Michael Mondschain, Director of Finance
David Palmeri, Deputy Fire Chief

SUBJECT: Requested Authorization to Temporarily Increase Budgeted Fire Department Staffing Levels

EXECUTIVE SUMMARY

Due to the extended absence of a Lieutenant/Paramedic and his planned retirement, I am recommending proceeding with the promotion of a Firefighter/Paramedic to the rank of Lieutenant/Paramedic, as well as hiring a replacement Firefighter/Paramedic. This action will result in an annual savings of approximately \$70,000.00 in lieu of continuing to pay out of rank pay and backfill overtime.

A Lieutenant/Paramedic responding to an emergency medical call on April 27, 2016 was injured while exiting the emergency response vehicle. The extent of his injury has resulted in various medical evaluations and may result in surgery, as well as a prolonged recovery period (i.e. > 6 months). What is unique is this employee was originally planning on retiring on May 6, 2016 (i.e. nine (9) days later). As a result, no matter what course of medical treatment is taken to address the employee's injury, he will never be returning to work on the department due to his planned retirement.

It has been a long standing practice of the Village of Wheeling to not permit promotions and/or hiring of replacement personnel to occur until the position has been formally vacated. Due to current department staffing levels, this situation will result in a daily staffing position being open for approximately 110 duty shifts (i.e. ~ one (1) year); resulting in a daily hireback of an individual at overtime rate. In addition, this position is an officer's position and three (3) hours of overtime each shift is required to be paid to another Firefighter/Paramedic to fill-in as an Acting Lieutenant/Paramedic (i.e. working out of rank pay). These factors combined will result in approximately \$150,000.00 of unplanned overtime over the next twelve (12) months.

Since the injured employee was already planning on retiring and the department was already planning to promote an existing employee to the Lieutenant/Paramedic position and then hire a new replacement Firefighter/Paramedic, it is my recommendation that we proceed as planned. When comparing the cost of the pay differential between the Lieutenant/Paramedic and the Firefighter/Paramedic position and the starting salary of a new Firefighter/Paramedic to the overtime costs associated with accomplishing the same shift coverage, proceeding as originally planned will result in a savings to the Village of Wheeling of approximately \$70,000.00. Once the medical interventions are resolved with the injured Lieutenant/Paramedic, he would officially retire and the Fire Department's staffing would then return to current officially approved staffing levels.

If this meets with your approval, I would like the attached resolution forwarded to the Village Board for their review and approval. The resolution authorizes the temporary increase in the number of authorized Lieutenant/Paramedic positions (i.e. six (6) to seven (7)), as well as a temporary increase in the number of total personnel authorized on the Fire Department (i.e. fifty-five (55) to fifty-six (56)). Again, once the injured Lieutenant/Paramedic officially retires, both situations would return to their original authorized levels.

If you should have any questions, please feel free to contact me at ext. 2665.

RESOLUTION NUMBER _____

RESOLUTION TO AUTHORIZE A TEMPORARY INCREASE IN THE NUMBER OF LIEUTENANT/PARAMEDIC POSITIONS AND THE TOTAL NUMBER OF PERSONNEL WITHIN THE FIRE DEPARTMENT

WHEREAS, the Fire Department is currently authorized to have six (6) Lieutenant/Paramedic positions and a total of fifty-five (55) personnel; and

WHEREAS, due to a series of events that will result in extensive overtime expense in order to maintain current proper emergency response staffing levels; and

WHEREAS, after careful review by Village staff it has been determined that in lieu of paying overtime it would be financially beneficial to the Village of Wheeling to proceed with promoting a Firefighter/Paramedic to the position of Lieutenant/Paramedic and then hiring a new replacement Firefighter/Paramedic.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the number of authorized Lieutenant/Paramedic positions be increased from six (6) to seven (7) and the total number of personnel on the Fire Department be increased from fifty-five (55) to fifty-six (56). This increase in the number of authorized personnel shall be temporary and shall not exceed a total length of thirteen (13) months.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number _____ be adopted.

President Argiris _____
Trustee Brady _____
Trustee Krueger _____
Trustee Lang _____

Trustee Papantos _____
Trustee Vito _____
Trustee Vogel _____

ADOPTED this _____ day of May 2016 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.F
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 23, 2016

TITLE OF ITEM SUBMITTED: Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085

SUBMITTED BY: Jon A. Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM¹: Amends the Municipal Code to change the permitted number of Class B-1 liquor licenses in order to reflect the decision by the Liquor Control Commission on May 16 to grant a license to El Burrito Bronco.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memorandum, Ordinance

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: Martin Seay, Executive Secretary
DATE: May 19, 2016
RE: Ordinance authorizing a new Class B-1 liquor license

EXECUTIVE SUMMARY

On May 16, the Liquor Control Commission granted a Class B-1 liquor license to El Burrito Bronco. The attached ordinance amends the municipal code to increase the number of authorized Class B-1 liquor licenses from one to two in accordance with the action of the Liquor Control Commission.

On May 16, the Liquor Control Commission granted a Class B-1 liquor license to El Burrito Bronco, a restaurant located at 733 West Dundee Road. At the May 23 special meeting, the Board of Trustees will be asked to approve an ordinance (attached) authorizing the creation of a new Class B-1 liquor license.

With the approval of this ordinance, the total number of liquor-licensed establishment of all types in the Village would increase to 48 (see attached). (Please note that this total does not include Joe's Pizzeria, which has not yet satisfied the conditions of the approval of its Class B-V liquor license.)

If you have questions or concerns regarding this matter, please let me know.

ORDINANCE NO. _____

**An Ordinance Amending Chapter 4.32 of the Village of Wheeling's
Municipal Code, "ALCOHOLIC LIQUOR DEALERS,"
Specifically Section 4.32.085**

WHEREAS, the Village and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934, (235 ILCS 5/4-1, *et seq.*), to provide for the control, management and licensing of the sale of alcoholic beverages within the corporate boundaries; and

WHEREAS, the Village has determined it is necessary and desirable to increase the number of Class B-1 licenses from one (1) to two (2); and

WHEREAS, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the Ordinance as herein amended;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

Section A

Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.085, "Authorization of Licenses" is hereby amended, and as amended, shall read and provide as follows:

4.32.085 Authorization of licenses.

(a) The following licenses are authorized to be issued:

TABLE INSET:

Class A	14
Class A-V	3
Class A-1	1
Class A-1-V	0
Class B	3
Class B-V	2
Class B-1	4 <u>2</u>

Class B-1-V	0
Class C	2
Class C-V	2
Class D	4
Class D-1	0
Class D-2	5
Class D-3	1
Class D-4	8
Class E	1
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class M-1	0
Class N	0
Class N-V	3 Maximum
Class O	1

Any licensee holding a valid Class B or Class C license shall have the privilege of upgrading such license to either a Class A or a Class B status.

If the licensee in the premises meets approval of any such upgrading of a license, the license shall be designated as an A-B or B-C license, as the case may be, and shall entitle the licensee to all of the privileges of the higher-class license at the premises subject thereto. Such upgrading shall require the payment of any higher fee required for the issuance of the higher class license for each year in which the upgraded licenses shall be classified in the original class under which it was initially issued.

(b) Upon any license becoming forfeited, void or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one.

Section B

Those sections, paragraphs and provisions of Chapter 4.32, "ALCOHOLIC LIQUOR DEALERS," of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted; and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than expressly amended or repealed in Section A of this Ordinance.

Section C

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2016.

President Argiris _____ Trustee Brady _____

Trustee Krueger _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vito _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM:

Village Attorney

Published in pamphlet form on this _____ day of _____ 2016 by order of the
Corporate Authorities of the Village of Wheeling.

Current Wheeling Liquor Licenses

May 23, 2016

A-1 Liquors	D	50 N. Wolf Road
Andy's Dam Inn	B-V	1000 S. Milwaukee Avenue
Arturo's Mexican Grill	A	34 N. Elmhurst Road
B&L Liquors & PS Pub	C-V	767 W. Dundee Road
• B&L Liquors & PS Pub	D-4	767 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Buca Di Beppo	A	604 N. Milwaukee Avenue
Carnicerias Jimenez	D-3	550 W. Dundee Road
Chipotle Mexican Grill	B	1572 W. Lake Cook
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
Deka Restaurant	A-V	401 E. Dundee Road
Golden Chef	A	600 S. Milwaukee Avenue
Jazz Café, Inc.	A	250-252 McHenry Rd.
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kolssak Funeral Home	J	189 S Milwaukee Avenue
Krystyna's Market	D-2	835 W. Dundee Road
Las Islas Marias	B	784 W. Dundee Road
Liquor Barn	D	267-283 E. Dundee Rd.
Liquor Island	D	1750 W. Hintz Road
Market Square	A-V	600 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Pete Miller's Steakhouse	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place -Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place -Fresh Farms	N-V	255 E. Dundee Road
Stella's Place -Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue
Taqueria Alamo	C	56 & 58 N. Wolf Road
TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue

Twin Peaks	A	781 N. Milwaukee Avenue
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
XO Restaurant	A-1	1057 Lake Cook Road