

**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**

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THIS AGREEMENT made this 23<sup>rd</sup> day of May, 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 (39<sup>2</sup>/<sub>3</sub>) 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: [Signature]

Attest: Elaine E. Simpson

Date: May 23, 2016



C.P.A. CHAPTER-WHEELING COMMUNICATIONS PERSONNEL RECORDS CLERKS/CSOs

By: [Signature]  
Assn. Representative

Date: 5-23-16

ATTEST:

By: [Signature]  
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

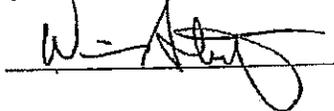
Retired officers who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

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 13<sup>th</sup> day of December, 2004.

FOR THE ASSOCIATION:



FOR THE VILLAGES



## 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.

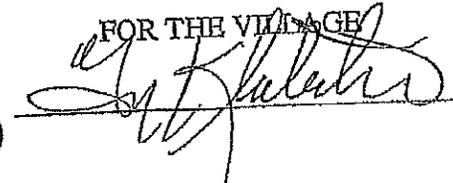
This agreement shall become effective upon its execution.

Agreed to this 13 day of December, 2004.

FOR THE ASSOCIATION



FOR THE VILLAGE



## SIDE LETTER ILLUSTRATION OF HEALTH COSTS

|                 |                  |
|-----------------|------------------|
| <b>COVERAGE</b> | <b>2004-2005</b> |
| <b>RATES</b>    |                  |

### 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 1<sup>st</sup> 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. |

**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):

| <b>SALARY SCHEDULE – COMMUNICATIONS PERSONNEL</b> |               |               |               |               |               |               |               |               |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Base Salary in Effect May 1, 2016</b>          |               |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2017</b>          |               |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2018</b>          |               |               |               |               |               |               |               |               |
| <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:

| <b>SALARY SCHEDULE – RECORDS CLERKS</b>  |               |               |               |               |               |               |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Base Salary in Effect May 1, 2016</b> |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2017</b> |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2018</b> |               |               |               |               |               |               |
| <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:

| <b>SALARY SCHEDULE – COMMUNITY SERVICE OFFICERS</b> |               |               |               |               |               |               |               |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Base Salary in Effect May 1, 2016</b>            |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2017</b>            |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2018</b>            |               |               |               |               |               |               |               |
| <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:

| <b>SALARY SCHEDULE - EVIDENCE/PROPERTY CONTROL OFFICER AND<br/>CSO-INFO TECHNICIAN</b> |               |               |               |               |               |               |               |               |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Base Salary in Effect Upon Settlement</b>   |               |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2017</b>   |               |               |               |               |               |               |               |               |
| <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        |
| <b>Base Salary in Effect May 1, 2018</b>   |               |               |               |               |               |               |               |               |
| <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        |
|  |               |               |               |               |               |               |               |               |
|  |               |               |               |               |               |               |               |               |
|  |               |               |               |               |               |               |               |               |



**SCHEDULE OF BENEFITS**

| <b>Benefit Percentage</b>  | <b>Network</b> | <b>Non-Network</b> |
|--|----------------|--------------------|
| - Hospital Expenses  | 90%            | 60%                |
| - Surgery Expenses   | 90%            | 60%                |
| - Mental Health, Alcoholism and<br>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](http://WWW.WAGEHOUR.DOL.GOV)



**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: \_\_\_\_\_