

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF WHEELING**

**AND AFSCME Council 31, for and on behalf of Local 1344**

**FOR**

**THE PERIOD ENDING April 30, 2028**

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF WHEELING, an Illinois municipal corporation, (hereinafter referred to as the "Village") and the American Federation of State, County and Municipal Employees Council 31, for and on behalf of Local 1344 ("Union") a labor organization comprised of and representing all full-time personnel in the Department of Public Works of the Village of Wheeling including Maintenance Operators, Crew Leaders, Mechanics, Coating Specialist/Maintenance Operator, Forester/Maintenance Operator, and Water Operators (hereinafter referred to as "employees"), but excluding supervisory, managerial, clerical, confidential professional and short-term employees as defined by the Illinois Public Labor Relations Act, as amended.

W I T N E S S E T H:

WHEREAS, the Union is a labor organization which is comprised of a majority of personnel in the heretofore listed positions in the Department of Public Works and represents the interests of its members with respect to collective bargaining with the Village of Wheeling; and

WHEREAS, the Village has recognized the Union as the exclusive bargaining representative for employees in the above-mentioned positions and the Illinois State Labor Relations Board has approved the recognition of the Union as the exclusive bargaining representative for employees in the above-mentioned positions; and

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

WHEREAS, the Village and the Union have negotiated and agreed to the terms and conditions of salaries, fringe benefits and working conditions for the members of the Union for the period ending April 30, 2028.

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

The Village recognizes the Union as representing the employees as set forth in the above-mentioned positions and recognizes the Union as the exclusive bargaining representative for employees in such positions.

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.

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. The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

1.3. Rights of Management

(a) It is understood and agreed that the Village possesses the sole right and authority to operate and manage the affairs of the Village in all aspects, including but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- (1) The right to determine the existence or non-existence of facts which are the basis for Village or management decisions;
- (2) The right to determine the purpose, mission and policies of the Village and the amount of the budget to be adopted;
- (3) The right to plan, direct, control and determine the operations or services to be conducted by 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 and to assign overtime;

(8) The right to discipline or discharge for just cause (probationary employees without cause);

(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

(12) The right to contract out for any goods or services.

(b) All 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 rights, 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 Union 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.

(c) If, in the sole discretion of the President of the Board of Trustees or Village Manager, it is determined that a civil emergency exists including, but not limited to, riots, civil disorders, tornado conditions, flood 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.

#### 1.4. Term

This Agreement shall be binding upon the parties to and including April 30, 2028.

ARTICLE II  
DUES CHECKOFF

2.1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Union within 21 days after the deductions have been made.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year of this Agreement by giving the Village at least thirty (30) days advance written notice of any change in the amount of the uniform dues to be deducted.

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

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

2.3. Information to Union. The Village will provide the Union with a list of all bargaining unit employees and employee contact information each month and as provided by law. If the Village hires, lays off, promotes or terminates a bargaining unit employee, the Village will endeavor to provide notice of same to the Local Union president or, in the president's absence, another Union steward, within a reasonable time. Any failure to provide such notice shall not, however, invalidate or effect such personnel action.

2.4. Meeting with New Hires. To the extent required by law, the Village will permit a Union representative to meet with newly hired bargaining unit employees, without charge to pay or leave time of the employees or agents of the Union, on the Village's premises or at a location mutually agreed to by the Village and the Union for up to one hour either within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the Village and the Union.

ARTICLE III  
WAGE COMPENSATION

3.1. Wage Compensation

Retroactive to May 1, 2025, increase the wage rates for each classification reflected on Exhibit A as follows: a one time market equity adjustment of \$1250 added to base pay, followed by 3.25% effective May 1, 2026, increase such rates by 3.25%; and effective May 1, 2027, increase such rates by 3.25%. Step movement shall continue to occur on an employee's anniversary date, provided the employee has received a satisfactory performance evaluation.

The Village reserves the right to hire an experienced new employee above Step 1 on Appendix A, provided this shall not affect the probationary period.

3.2. Hours of Work

(a) A forty (40) hour tour of duty (work cycle) will be observed by employees in the Union. Such tour of duty shall begin Saturday at 12:01 a.m. of each week and end on the following Friday at 12:00 midnight. The normal workday for employees shall be eight and a half consecutive hours, which shall include a 30 minute unpaid meal period, *i.e.*, an eight hour paid workday. If an employee is required to work through his or her unpaid meal period on a given day, such employee shall either be permitted to leave work 30 minutes early or be paid overtime for such time, at the employee's discretion subject to supervisory approval.

The normal work hours are 7:00 am to 3:30 pm., Monday through Friday. Should the Village Manager determine that emergency circumstances warrant it, the Village may temporarily establish a schedule departing from the normal work day, normal work week or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees, and the Village will give, if practicable, at least twenty-four (24) hours advance notice of such change to all employees directly affected by such change.

(b) Employees shall not be guaranteed a minimum number of hours to be worked per day or per week.

(c) Absent mutual agreement between the affected employee and the Village, an employee will not be required to work more than 16 hours in a 24 hour period.

3.3. Overtime and Additional Direct Compensation

(a) Overtime. Employees shall be paid at the overtime rate for hours worked in excess of eight (8) in a normal workday or over 40 in the work cycle. Holiday time, vacation time, sick, bereavement leave, jury duty and compensatory time or personal 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.

The Village will offer overtime opportunities to bargaining unit employees before utilizing seasonal workers to perform such work.

(b) Holdover. An employee required by his supervisor to work additional time subsequent to his regularly scheduled shift shall receive compensation for the time worked to the extent such time exceeds eight hours in a normal workday or forty (40) hours worked in a tour of duty at his/her 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 (1/4) hour worked.

(c) Call-Back or Call-in. An employee 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 eight hours in a normal workday or forty (40) hours worked in a tour of duty at his/her regularly 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 (1/4) hour worked. Employees shall receive a minimum three (3) hours of overtime per call back or call in and shall be required to maintain work status for this minimum three (3) hour period. Callbacks during a scheduled maintenance period will not be reimbursed at a minimum of three (3) hours. This provision shall not apply to employees performing SCADA work outside of regular hours.

If the Village elects to call in a bargaining unit employee outside of work hours, the Village shall call in the designated duty man (DM) for the appropriate division. If the Village deems it an emergency situation, however, the Village may call another bargaining unit employee who can respond in a more timely manner. Duty man designations normally rotate among qualified employees on a weekly basis, Thursday to Thursday, and are posted by the Village. It is expected that the DM will promptly respond to any and all call-ins during his/her designated week. If an employee becomes unable to respond due to illness, injury or other approved absence, the Village may designate another DM for all or part of the week, as necessary. A DM may trade his designated week with another employee, subject to advance Village approval. If the Village determines that additional employees are needed for a call back in addition to the DM, the Village will contact other employees, depending upon the situation involved.

An employee who is designated to use a laptop or other electronic device to monitor SCADA alarms remotely for a given seven day period shall be paid for an additional five (5) hours at time and a half, for performing such work, and no additional compensation.

(d) Holiday. An employee required to work by his supervisor on a Sunday or a legally recognized Village holiday shall receive compensation at the rate of two (2) times his/her regular straight time hourly rate per hour worked, computed to the nearest quarter (1/4) hour.

(e) Duty Weekends. The Utility Duty Man shall be responsible for checking water facilities on Saturday and Sundays during their rotation week. Said duty man shall be on site checking all facilities for at least 2.5 hours on both Saturday and Sunday between the hours of 5 am and 12 pm, or as approved by the Director or his designee. As compensation for weekend work, said duty man shall receive the following Friday off (pump day), or another weekday following his rotation week, as approved by the Director or his designee. If another call in occurs during the four hour period from the time the duty man reports at the water facility, the duty man shall not be entitled to callback pay. For holidays, duty man shall be compensated at double time for hours worked on the observed holiday.

(f) Compensatory Time. The Village reserves the right to adjust an employee's schedule within a tour of duty to allow time off in lieu of overtime within said tour of duty. In lieu of overtime pay an employee may request compensation for overtime with compensatory time off at a rate equal to the overtime rate per each hour of overtime worked. Employees may earn up to (80) hours of compensatory time in a given contract year, *i.e.*, May 1 through the following April 30<sup>th</sup>. Once 80 hours have been earned in any contract year, any further overtime compensation shall be in the form of pay, and not compensatory time. Unused compensatory time shall be bought back by the Village on or about April 30<sup>th</sup> of each year. Compensatory time use is subject to the approval of the Director of Public Works, or his designee. Employees are permitted to use accrued compensatory time so long as to do so would not, in the discretion of the Public Works Director, or his designee, unduly disrupt the operations of the Public Works Department. Compensatory time off must be used in increments of two (2) hours or greater provided such use is scheduled at the beginning or end of an employee's work shift, in order to minimize operational disruption, unless otherwise approved by the Director or his designee in a specific instance. Compensatory time off shall be requested at least 24 hours in advance, unless otherwise approved by the Director or the Director's designee in a specific instance.

#### 3.4. Training

(a) On Duty. An employee who receives training during his regularly scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive compensation at his/her regular straight time hourly rate, unless overtime is required under Section 3.3 of this Article. Reimbursement for approved travel expenses shall be pursuant to Village policy, as the same may be changed from time to time. The Village will pay for licenses/certification and renewals thereof as required by the Village for the following licenses: ASE, EVT, Water Operator and Certified Arborist.

(b) For purposes of this section, an employee shall receive compensation only for those hours spent in actual training.

#### 3.5. Pyramiding Prohibited

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### 3.6. Uniform Account System

(a) Employees in the Streets/Forestry, Building Services, and Utilities Divisions shall be eligible to receive an annual monetary credit or reimbursement in the amount of Five Hundred dollars (\$500) for the purpose of purchasing uniforms, pursuant to a uniform system established by the Village. Employees under the uniform account system shall be allowed to carry-over to the next fiscal year a maximum of Two Hundred dollars (\$200.00) in their uniform account. Otherwise unused allowances shall be forfeited. Employees will be permitted to purchase American National Standards Institute (ANSI) compliant protective footwear (including insoles), base layer top and bottom (solid black or blue) and short pants or jeans as a part of the uniform allowance, and will be eligible for reimbursement for approved purchases, with the reimbursement amount subtracted from the \$500 annual allowance.

(b) Mechanics in the Fleet Services Division shall have uniforms provided by the Village through a rental service and shall not have a uniform account. Five (5) department-approved tee-shirts, five long sleeve tee-shirts and two (2) pull-over sweatshirts (hooded or crew neck) shall be provided each fiscal year by the Village. Employees will be permitted to purchase American National Standards Institute (ANSI) compliant protective footwear or additional clothing approved by the Village, up to a maximum of one hundred fifty dollars (\$150.00), which said amount shall increase to Two Hundred and Seventy Five Dollars (\$275.00) effective with the May 1, 2025 contract year.

(c) Employees shall be required to clean and properly maintain and care for all uniform items in an acceptable condition. Failure to clean and properly maintain and care for uniform items may subject the employee to discipline.

(d) All uniform items are property of the Village and shall be returned upon separation of employment. Additionally, employees are prohibited from wearing their uniforms for non-duty purposes or on non-duty time except as authorized by the Director of Public Works or his designee.

### 3.7. Tool Allowance

Mechanics in the Fleet Services Division shall be eligible each fiscal year to receive a tool allowance of Eight Hundred Seventy-Five (\$875) annually for all applicable employees. Reimbursement will be made upon receipt of documented expenditures.

### 3.8. Tool Insurance

The Village shall provide insurance coverage (actual coverage costs not to exceed \$35,000) for personal tools used by the Mechanics in the Fleet Services Division. Said coverage will extend to replacement-at-cost value for loss due to the effects of a fortuitous event (force majeure), including theft from a major break-in, and shall not include employee theft or loss. Mechanics must provide an annual inventory of all applicable tools (including make/model number, proof of replacement cost and serial numbers if applicable) to the Director of Public Works or his designee, which must then be approved and submitted to the Finance Department.

ARTICLE IV  
INDIRECT COMPENSATION

4.1. Holidays

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

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

(b) To receive payment for a holiday, an employee must work the last scheduled day prior to the day the holiday is observed and the first scheduled work day after the holiday is observed unless the employee's absence on those days were excused absences approved by the Director of Public Works. Employees working on a holiday (observed) shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on the holiday.

(c) Any employee on paid sick leave or a leave of absence without pay shall not be compensated for holiday time nor accrue holiday time.

4.2. Personal Days

(a) Any employee hired prior to November 1 of a contract year (May 1 – April 30) will be entitled to twenty-four (24) hours of personal time during that contract year. Employees hired between November 1 and the following January 31 will be entitled to twelve (12) hours of personal time that contract year. Employees hired after February 1 will not be entitled to any paid personal time that contract year. An employee must have at least three (3) months employment with the Village of Wheeling to qualify for twelve hours of paid personal time, and an additional three (3) months employment to qualify for the second twelve hours of paid personal time.

(b) Personal days may be used in increments of thirty (30) minutes. Employees must utilize personal days during the contract year for which they are earned. Should an employee terminate his employment with the Village, any personal days accumulated and unused shall be forfeited.

4.3. Vacation

(a) The Vacation Leave Year runs from May 1 through April 30. Employees shall generally not be eligible to use vacation until they have been employed for six (6) months. For employees who are hired on or after May 1 but on or before October 31, the vacation leave bank will be credited with a full five (5) days to be used after the employee has been employed for six (6) months, but by the following April 30 (unless due to the hire date, the calendar does not allow, in which case the Personnel Director shall have the discretion to either allow vacation earlier than indicated and/or roll vacation into the next leave year), and will have a full ten (10) days in their vacation leave banks for use on the following May 1 through the following April 30. Employees

hired on or after November 1 but on or before the following April 30 will have a full ten (10) days in their vacation leave banks for use on May 1 through the following April 30, but cannot use that vacation until having been employed for six (6) months.

After the period identified above, the following schedule shall apply:

After the above schedule, but  
less than 6 years of employment . . . . .10 Days

At or over 6 years, but less  
than 12 years of employment . . . . .15 Days

At or over 12 years, but less  
than 18 years of employment . . . . .20 Days

At or over 18 years of employment . . . . .25 Days

An employee must be in pay status for at least fifteen (15) calendar days per month to earn full vacation credit for the month.

(b) Vacation leave for employees will be determined by the last date of their beginning continuous employment with the Village. Employees shall not be allowed to transfer or accumulate vacation time from one (1) contract year to another without the express written approval of the Personnel Director. However, under no circumstances shall more than five (5) working days be accumulated or transferred from one (1) contract year to another.

(c) An employee who moves from one (1) position to another in the Village's service, and whose service is continuous or who is transferred or promoted, will be credited in his position with his unused vacation leave. Time worked under regular part-time employment, over twenty (20) hours per week, not including temporary/seasonal appointments or contractual employment, when followed immediately by full-time employment will be included in computing length of continuous service for vacation leave, on a pro rata basis. The employee will be granted vacation leave credit on a percentage basis of hours worked while a regular part-time employee over 20 hours per week. An employee with a break in service shall not accrue leave based upon prior employment with the Village.

(d) Vacation leave will continue to accrue during time lost from work as a result of service-connected injury. Vacation leave will not be earned by an employee who is not on regular pay status, i.e., disability leave (other than Worker's Compensation), administrative leave, suspension and unpaid leave of absence.

(e) In extraordinary circumstances, an employee may be granted the right to anticipate earned vacation leave up to five (5) days. Such leave must have the prior approval of the department head and the Village Manager. Any employee, whose employment is terminated before vacation leave advanced has been earned, will have the amount of unearned vacation leave pay deducted from the final paycheck.

(f) The scheduling of vacations shall be subject to the approval of the employee's supervisor and the Director of the Department. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director. Vacation time shall be used in increments of not less than 2 hours, in hourly segments, unless otherwise approved by the Director or the Director's designee in a specific instance. Vacation time off shall be requested at least 24 hours in advance, unless otherwise approved by the Director or the Director's designee in a specific instance.

(g) A holiday which falls on a weekday within an employee's vacation period will not be considered as part of his vacation leave.

(h) An employee's termination date for all purposes will be the last day of work. Any accrued vacation leave will be paid in the employee's final paycheck or in a supplemental paycheck at a later date.

#### 4.4.Sick Leave

(a) Sick leave will be accrued at one (1) day per month for full time employees. The hours per day of sick leave will be determined by the number of regular work hours per day. Sick leave may be accumulated up to an unlimited amount. Sick leave shall not be anticipated. If an employee is separated from employment for any reason, any accrued sick leave shall be forfeited. An employee may however, if otherwise eligible, utilize sick leave in accordance with the Village's Sick Leave Deferred Payment Account or toward retirement credit in accordance with Illinois Municipal Retirement Fund regulations.

(b) Authorized sick leave shall be utilized only for an employee's absence due to his illness or a non-service related injury and for an injury or illness of an immediate member of his/her family. For purposes of this Section, immediate family is defined as spouse, parent, as well as any child or step child under the age of eighteen (18). Sick leave shall not be used for absences for routine dental, optical, or medical appointments.

(c) In the event an employee is unable to report to work due to illness or emergency, he must inform his supervisor by the time designated in accordance with the department rules. Failure to do so for each day of absence, or at agreed upon intervals in the case of extended illness, shall result in loss of pay. Failure to notify the supervisor and the department head for three (3) consecutive days may result in termination.

(d) Proof of illness or disability in the form of a medical certificate from the attending physician or from the Village's physician may be required at any time, and shall be required for any continuous absence of three (3) days or more, or when the Village suspects sick leave abuse. The Village may waive the mandatory medical certificate provision in situations deemed appropriate. Any prolonged illness or injury after fifteen (15) working days will require a medical certificate from the employee's attending physician and, if required by the Village in a specific instance, from a Village physician prior to returning to work. The Village will assume the expense for the Village physician's examination.

(e) The department head or Village Manager may make any appropriate investigation or establish proper administrative controls to prevent the abuse of sick leave. Abuse of sick leave based on false claims of illness or injury or falsification of proof to justify such sick leave will be cause for disciplinary action.

(f) Sick leave will continue to accrue during time lost from work as a result of service-connected injury or while the employee is on accrued sick leave.

(g) An employee who moves from one 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 this prior position.

(h) Time worked under regular part-time appointment over twenty (20) hours per week, when followed immediately by full-time appointment, will be included in computing length of continuous service for sick leave, and the employee will be granted sick leave credit for this regular part-time service, on a pro rata basis. An employee with a break in service shall not accrue leave based upon prior employment with the Village.

#### 4.5. Health Insurance

(a) Employees may elect coverage in the medical insurance plan offered by the Village during open enrollment periods, provided that until the first open enrollment period after the second anniversary of their employment, new employees may participate only in the HMO plan. Any eligible employee who elects coverage under the non-HMO plan shall be covered by the same medical plan as non-represented Village employees, as the same may be changed from time to time by the Village. Employee premium contributions shall be as follows for the period indicated:

- Effective July 1, 2023, an employee shall pay 15% of the premium for the type of coverage elected, i.e., employee, employee plus one or family coverage.
- Effective July 1, 2027, an employee shall pay 16% of the premium for the type of coverage elected, i.e., employee, employee plus one or family coverage.

Except as otherwise provided herein, the insurance plan design changes reflected on Appendix B shall remain effective.

(b) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix B.

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

(d) 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.

Employees are eligible to participate in the Village's Section 125 Flexible Spending Plan.

#### 4.6. Life Insurance

A ten thousand dollar (\$10,000) group term life insurance policy shall be provided for all employees. An employee shall have the option to purchase additional insurance in one thousand dollar (\$1,000) increments up to his current salary, up to a maximum of thirty thousand dollars (\$30,000). A thirty thousand dollar (\$30,000) policy is inclusive of the Village-paid ten thousand dollar (\$10,000) policy. Coverage shall be subject to the terms of the applicable policy or plan document.

#### 4.7. Longevity

- (a) This subpart shall be superseded by paragraph (b) of this Section effective with the longevity payment in January, 2014. An employee who has been employed with the Village of Wheeling for twelve (12) continuous years or more shall receive, in addition to regular compensation, the sum of Six Hundred dollars (\$600) annually on January 1 following each anniversary date.

Employees shall receive the *additional* compensation in the year they attain the following anniversaries: 20 years-\$1,000, 25 years-\$1,500, 30 years-\$2,000, 35 years-\$2,500 to be paid on January 1 following the anniversary date.

- (b) **Starting with longevity payment in January of 2014**, an employee who has been employed with the Village of Wheeling for twelve (12) through seventeen (17) continuous years shall receive, in addition to regular compensation, the sum of six hundred dollars (\$600.00) annually. Employees with eighteen (18) through twenty-four (24) continuous years shall receive the sum of one thousand dollars (\$1000.00) annually. Employees with twenty-five (25) or more years shall receive the sum of one thousand three hundred (\$1300.00). An employee who terminated employment during the year will be paid a pro-rated longevity payment for the time they were employed with the Village.

#### 4.8. Tuition Reimbursement

Employees directed to take courses by the Director of Public Works shall be entitled to one hundred percent (100%) expense reimbursement for such courses.

Employees 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. Job related degrees shall be B.S. Civil Engineering, B.A. Public Administration or their equivalent, or Masters of Public Administration or its equivalent. The determination of whether a degree is an equivalent shall be at the sole discretion of the Personnel Director.

(b) The employee must obtain approval, prior to enrollment in each course, by the Personnel Director or his designee.

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

(d) The employee must pay for all tuition at the time of enrollment. Upon successful completion of each course, the Village will reimburse the employee for fifty percent (50%) of the approved tuition costs associated with the course up to a maximum total tuition reimbursement per fiscal year of one thousand three hundred fifty dollars (\$1,350.00). A course is deemed to have been successfully completed if the following criteria are met:

- (1) A grade of "C" or above is received; or
- (2) A score equivalent to a "C" in a numerical grading system is received; or
- (3) A "pass" is received in a "pass/fail" grading system.

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

#### 4.9. Paid Leaves of Absence

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

(a) Military Leave. Military leave shall be granted in accordance with applicable law.

(b) 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, father, brother or sister. Absence with pay not to exceed two (2) work days will be granted to an employee for the death of a brother or sister-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, holiday, compensatory, or personal leave for this purpose.

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

(c) Jury Duty. An employee shall be granted a leave of absence with pay when called for jury duty. The employee may retain any pay received for such jury duty and provide documentation of jury duty within five (5) calendar days from the last day of jury service and provide a copy of the check for jury service. Only then, will the employee receive his regular pay from the Village, *i.e.*, any employee shall not be eligible for any additional pay as a result of jury service.

(d) Court Appearances. 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. 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 and receive compensation from the Village.

Non-Job related: employees subpoenaed to court for personal affairs or for civil lawsuits unrelated to their employment with the Village will not be compensated in any manner for the time spent in court.

(e) Paid Administrative Sick Leave. All employees who have been employed by the village for four (4) or more continuous years shall be eligible for paid administrative sick leave in accordance with the provisions for off-the-job injury or illness, Section 4.13 herein.

#### 4.10. Unpaid Leaves of Absence

(a) Employees may be granted unpaid leaves of absence for up to thirty (30) days by the Village Manager, at the Manager's sole discretion, if such employee has exhausted all other available leave. Requests shall be in writing and contain the reason for the request. Written requests for an extension for up to thirty (30) days may be granted by the Personnel Director.

(b) Any employee who is granted an unpaid leave of absence may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved 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 shall be the employee's responsibility to arrange with the Finance Department to pay for any benefits which the employee wishes to continue while on an unpaid leave of absence.

(c) Vacation, sick leave, and holiday time shall not be accrued during unpaid leaves of absence. Seniority calculations will not include any unpaid leaves of absence. The period of any unpaid leave 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 any unpaid leave of absence.

#### 4.11. Family and Medical Leave

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

Up to three (3) days of an employee's available paid sick leave may be used following the birth or adoption of a child, provided this benefit may only be used within seven calendar days of the birth or adoption of a child.

#### 4.12. Unexcused Absences

Any unexcused absence from duty will be grounds for disciplinary action. An employee's absence for three (3) consecutive days without notifying his supervisor will be considered as abandonment of position and will be grounds for discharge by the Personnel Director.

#### 4.13. Extended 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 sick leave. Should said sick leave expire, all accumulated holiday, vacation, approved compensatory time, and any additional vacation time which will accrue during that contract year shall be utilized. Should the employee continue to be unable to assume the duties of his position, at the expiration of all sick leave, holiday, vacation, and approved compensatory time, he shall provide a doctor's affidavit evidencing the employee's inability to perform his duties due to a non-service related injury or illness and that such injury or illness will not extend for longer than one (1) year. Upon the tendering of such affidavit, the employee shall be placed in an unpaid leave of absence status for a period of thirty (30) days. After said thirty (30) day period, if the employee is still unable to perform the duties of his position, as evidence by an affidavit from the Village physician, the following shall apply:

Employees with less than four (4) years of employment shall be considered for temporary disability benefits in accordance with the provisions of the Illinois Municipal Retirement Fund. In addition to any disability payments received, employees who have been employed by the Village for four (4) or more continuous years shall be considered for temporary disability benefits in accordance with the provisions of the Illinois Municipal Retirement Fund. Employees who have been employed by the Village for four (4) or more continuous years shall also be eligible for paid administrative sick leave, which shall consist of supplemental payments up to the employee's full salary, including payment for the first thirty (30) days, for a period of up to two (2) calendar months. If the injury or illness extends into a new contract year, the paid administrative sick leave shall be interrupted and the employee's earned vacation for the new contract year shall be utilized, after which the balance of the paid administrative sick leave shall apply. Paid administrative sick leave shall be cumulative and all employees shall be entitled to a maximum of two (2) calendar months leave under these provisions during his employment with the Village of Wheeling.

#### 4.14. Additional Retirement Benefits

Employees who are retiring shall give not less than fourteen (14) days written notice prior to retirement.

(a) Health Insurance Coverage for Retirees.

(1) All individuals employed prior to August 15, 1981 and who are eligible to receive benefits will be eligible to receive the same health insurance coverage upon retirement for themselves and legitimate dependents as for current employees, subject to policy provisions and provided that the employee pays the health insurance premium for dependent coverage. This benefit is available upon compliance with the following provisions:

(i) Eight (8) or more years of continuous employment with the Village immediately prior to retirement; and

(ii) The retiree has attained the current minimum retirement age to receive retirement payments from the Illinois Municipal Retirement Fund and is in fact receiving a pension annuity.

(2) Employees of the Village employed after August 15, 1981, shall be eligible for health insurance benefits provided the retiree pays all necessary insurance premiums to the Village. This benefit is available upon compliance with the following provisions, or as provided by applicable State law:

(i) Eight (8) or more years of continuous employment with the Village immediately prior to retirement; and

(ii) The retiree has attained the current minimum retirement age to receive retirement payments from the Illinois Municipal Retirement Fund and is in fact receiving a pension annuity.

(b) Life Insurance for Retirees.

All employees, upon retirement, shall have the option of applying for a life insurance policy under the conversion privilege of the Village's group term life insurance policy. All premiums shall be paid by the employee. Coverage shall be subject to the terms of the applicable policy or plan.

(c) Sick Leave Deferred Payment Account (SLDPA) for Retirees

This benefit shall not be provided for any employee hired on or after the effective date of this Agreement. It shall only apply to those employees in the unit as of December 31, 2012, including current employees who are laid off and recalled in accordance with this Agreement. Only employees currently employed as of the date of this Agreement 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 or have at least ten (10) years of continuous service with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and
- c. have been continuously covered for at least twelve (12) months immediately prior to retirement under the village medical insurance plan and in full compliance with all plan provisions; and
- d. have at least 675 hours of accrued but unused sick time.

For purposes of this provision, an 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.

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.

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).

The retiring employee's qualified SLDPA earnings shall be deposited into a Post Employment Health Plan (PEHP) account in the employee's name, as established by the Village, and subject to the terms of the plan document. The amount within the SLDPA PEHP will be applied toward the employee's monthly medical premium of a Village medical insurance plan until the account reaches zero (0). If the balance within the SLDPA PEHP is insufficient to pay for the full employee's portion of the Village monthly insurance premium, the retiree shall pay the difference or balance. The employee or dependents as the case may be must remain eligible and in compliance with all village health insurance plan requirements in order to utilize funds within the SLDPA PEHP.

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 SLDPDA in accordance with Village Policy as stated above. In no event shall there be any cash payout of unused balances from a SLDPDA PEHP.

If a retiring employee chooses to establish a SLDPDA, the hours allocated to the SLDPDA are not eligible for use or calculation in any other retirement benefit. Any accrued unused sick leave remaining after SLDPDA allocation may be used to qualify for additional service credit with the Illinois Municipal Retirement Fund, if applicable; the remainder shall be forfeited.

#### 4.15. Additional Disability Benefits

In addition to the eligibility to receive disability benefits in accordance with the Illinois Municipal Retirement Fund, employees shall be eligible for the following additional benefits:

#### 4.16 Health Insurance Coverage

(a) **On-the-Job Disability:** Any employee having successfully completed his probationary period and who is receiving a disability pension payment from an on-the-job injury shall continue to receive the same health insurance coverage for themselves and their legitimate dependents, provided the employee pays all premiums for dependent coverage. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 4.14, or applicable law.

(b) **Off-the-Job Disability:** Any employee who is receiving a disability pension for an off-the-job disability shall be eligible to receive health insurance benefits provided the employee pays all insurance premiums. Upon retirement he shall receive health insurance benefits in accordance with the provisions of Section 4.14, or applicable law.

#### 4.17 Life Insurance

Any employee who is receiving a disability pension for an on-the-job or off-the-job disability shall be eligible to receive life insurance benefits provided the employee pays all insurance premiums. Coverage shall be subject to the terms of the applicable insurance policy or plan document.

### ARTICLE V

#### EMPLOYMENT, SEPARATION, RE-EMPLOYMENT

#### 5.1. Employment

Unless otherwise excused by the Village in a specific instance, all new employees must possess a valid CDL to be hired, and all existing employees are required to maintain a CDL equivalent to a State of Illinois Class \*B\* Commercial Driver's License, as a term or condition of continued employment. All new hires shall be also required to possess and maintain a Class A CDL within 12 months of hire, and current employees are strongly encouraged to obtain a Class A CDL, as well. Once an employee obtains a Class A, the employee shall be required to maintain it. The Village will reimburse an employee for the difference in cost between the fee for renewal of a CDL and a non-CDL driver's license renewal, upon presentation of a satisfactory receipt.

## 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 paycheck 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) **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 the payroll and reported as an involuntary resignation.

(b) **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. Employees shall be laid off in inverse seniority within an affected classification, provided the remaining employee has the skill and ability to perform the work, as determined by the Village. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular full-time employment with the Village in the Department.

Employees to be laid off shall be notified in writing at least fourteen (14) calendar days prior to the effective date of the layoff, or receive the equivalent of two weeks of regular pay, at the Village's option.

An employee subject to layoff under this Section may bump a full-time bargaining unit employee with less seniority in a lower paid job classification, provided the bumping employee has the qualifications, skill and ability to perform the work, as determined by the Village, and has given notice of his or her intent to bump within three (3) working days of receiving the layoff notice.

(c) **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.

## 5.3. Recall

Non-probationary employees who are laid off by the Village shall be placed on a recall list for a maximum period of one (1) year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new full-time employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the

recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. The Village shall mail a notice of recall to such address via certified and/or First Class Mail. Any employee who declines a recall or who fails to respond to a recall notice as required by the Village shall forfeit further recall rights.

#### 5.4. Definition of Seniority and Seniority List

Except as otherwise provided in this Agreement, seniority shall be defined as an employee's most recent continuous full time service with the Village since the employee's last date of hire. Where employees have the same date of hire, the seniority position shall be determined by the date and time of employment application.

On or before May 1st of each new calendar year, the Village will post a seniority list setting forth each employee's seniority date, and mail a copy of such list to a Union representative. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the list is posted.

## ARTICLE VI

### DISCIPLINE

6.1 Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; written reprimand; suspension; and discharge. The Village agrees in principle to the tenets of progressive discipline for non-probationary employees; however, nothing in this Agreement limits the Village's right to skip one or more steps, or to summarily discharge or suspend an employee without warning for serious offenses.

The Village shall not discharge, suspend or issue a written reprimand to any non-probationary employee without just cause. The procedure set forth in Article VII (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

6.2 Probation. For the purposes of defining a probationary period, all full-time employees represented by this Agreement will serve a one (1) year probationary period upon employment. During the probationary period, the Village reserves the right to discipline or terminate with or without cause, and without recourse through the grievance procedure. Notwithstanding any other provision of this Agreement, a probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

## ARTICLE VII

### GRIEVANCE PROCEDURE

7.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee and/or the Union against the Village involving the meaning, interpretation or application of an express provision of this Agreement.

7.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted by the grievant and/or the Union in writing to the appropriate Superintendent, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee and/or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Superintendent may meet with the grievant and/or a Union representative, to discuss the grievance. The Superintendent may invite the employee’s Foreman to be present for such meeting, as well. The Superintendent shall render a written response to the grievant and Union within ten (10) calendar days after the grievance is presented, or the date of such meeting, whichever is later.

STEP 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Public Works within ten (10) calendar days after receipt of the Village’s answer at Step 1. Thereafter, the Director or his designee and other appropriate individual(s) as desired by the Director, may offer to meet with the grievant and/or a Union representative within ten (10) calendar days of receipt of the grievant’s appeal. The Director shall render a written response to the grievant and Union within ten (10) calendar days after the grievance is received at Step 2, or the date of such meeting, whichever is later.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village’s answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall offer to meet with the grievant and/or a Union representative, within ten (10) calendar days of receipt of the grievant’s appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and/or the Union within ten (10) calendar days following the meeting.

7.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance

to arbitration, as described below, within fifteen (15) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the FMCS to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel. The Union shall strike the first name; the Village shall then strike a name, the Union shall strike next, and so on. The person remaining shall be the arbitrator.

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

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

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

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

(f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

7.5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving

rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties by mutual agreement in writing, may: 1) extend any of the time limits set forth in this Article; or 2) skip steps in a specific instance.

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

7.7. The written grievance required under this Article shall be on a form which shall be provided by the Union. The form shall be signed and dated by the Grievant and/or his/her representative.

## ARTICLE VIII

### NO STRIKE-NO LOCKOUT

8.1. No Strike Commitment. During the term of this Agreement, neither the Union nor any of its employees, officers or agents or employees of the Village will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for so doing. No employee shall refuse to cross any picket line, by whomever established, nor refuse to enforce or carry out lawful orders and directives for the Village arising from or related to the performance of the Village’s functions in a labor dispute involving other persons or entities.

8.2. Resumption of Operations and Union Liability. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section so long as the Union did not cause, in whole or in part, such improper actions to be taken.

8.3. Discipline of Strikers. Any employee who violates the provision of Section 1 of this Article shall be subject to serious discipline, up to and including immediate discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

8.4. No Lockout. The Village will not lock out or threaten to lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

8.5. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE IX

### LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee may meet to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to the Union Business Agent, four (4) bargaining unit employees designated by the Union, and four (4) persons designated by the Village Manager or his designee. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

#### 10.1. Light Duty

An employee who is unable to perform full duty responsibilities due to an injury or disability may be assigned to light duty by the Village Manager or his designee. Temporary assignment to light duty shall only be made when a specific job assignment is available and is within the physical limitations of the employee being assigned, as determined by the Village Manager or his designee. Temporary assignment to light duty shall be limited to a three (3) month period. If the employee has not been released to full duty by the end of the three (3) month light-duty period, the individual shall be re-evaluated by a Village physician to determine if the time will be extended further to the maximum of an additional three (3) months. Light duty assignments shall not exceed six (6) months in overall length.

At any time during a period of light duty, the Village may require the employee to submit to a physical examination, at Village expense, to determine whether or not the employee is to be continued in light duty status or returned to his regular position.

10.2. Union Stewards. Four (4) duly authorized bargaining unit representatives shall be designated by the Union as the Union Stewards. The Union will provide written notice to the Employer to identify all Union Stewards.

10.3. Non-Discrimination. Neither the Village nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of Union membership or activity or refraining from such activity.

10.4. Union Bulletin Board. The Village shall provide a Union bulletin board in the Public Works lunchroom for the posting of Union notices of a non-political, non-discriminatory and non-inflammatory nature. The Union shall limit its posting of Union notices and information to the space provided.

10.5. Union Access. An authorized agent of the Union will be afforded access to the Public Works establishment, upon proper notice to the Director of Public Works or the Director's designee, to adjust disputes, and investigate working conditions or grievances, provided such visit takes place during non-work time and there is no interruption of employee work or disruption to Village operations.

#### 10.6. Recitals

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

#### 10.7. 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, and the subject matter of such invalid provision shall be subject to renegotiation, if required by applicable law, upon the prompt request of either party to this agreement during the remaining term of this Agreement.

10.8. Drug and Alcohol Testing. Drug and alcohol testing shall be pursuant to applicable Village policy, attached hereto as Appendix C.

10.9. Safety. In the event an employee reasonably and justifiably believes that his health and safety are in imminent danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

10.10. Personnel Records. An employee shall be provided with access to his or her personnel record and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01. Upon request, once every 12 months the Village will supply an employee with a copy of personnel records as provided in the foregoing statute at no cost to the employee, and during such 12 month period, additional requests made by an employee for a copy of added or updated portions of the personnel record shall also be provided at no cost to the employee.

10.11. GPS Trackers. Nothing herein shall be construed as a limitation upon the Village's ability to utilize GPS location devices in the Village vehicles, property and/or other equipment used by employees, for any legitimate purpose, including safety and productivity. Information derived from a GPS location device will not be used as the sole basis for disciplinary

action. The Village will advise employees of which pieces of Village equipment they may be assigned to operate have such GPS location devices.

ARTICLE XI

DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

This Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement between the parties.

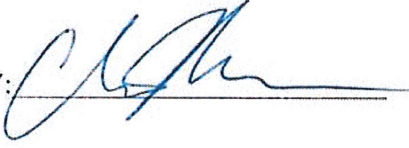
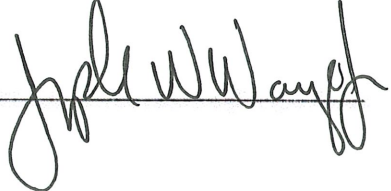
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above-written.

VILLAGE OF WHEELING:

BY:   
Village President

  
ATTEST:   
Village Clerk

AFSCME Council 31, for and on behalf of Local 1344:

BY:   
BY: 

APPENDIX A

**WHEELING DEPARTMENT OF PUBLIC WORKS  
SALARY SCHEDULE**

**May 1, 2025 - April 30, 2026**

<i>Job Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Maintenance Operator	\$61,846	\$67,179	\$72,989	\$79,321	\$86,204	\$93,890
Mechanic	\$70,861	\$77,000	\$85,419	\$90,954	\$98,862	\$107,693
Forester/MO	\$72,414	\$78,687	\$85,514	\$92,949	\$101,034	\$110,541
Coating Specialist/MO	\$72,414	\$78,687	\$85,514	\$92,949	\$101,034	\$110,541
Crew Leader	\$72,414	\$78,687	\$85,514	\$92,949	\$101,034	\$110,541
Water Operator	\$72,414	\$78,687	\$85,514	\$92,949	\$101,034	\$110,541

**May 01, 2026 - April 30, 2027**

<i>Job Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Maintenance Operator	\$63,856	\$69,363	\$75,361	\$81,899	\$89,006	\$96,941
Mechanic	\$73,164	\$79,502	\$88,195	\$93,910	\$102,075	\$111,193
Forester/MO	\$74,768	\$81,244	\$88,293	\$95,969	\$104,318	\$114,133
Coating Specialist/MO	\$74,768	\$81,244	\$88,293	\$95,969	\$104,318	\$114,133
Crew Leader	\$74,768	\$81,244	\$88,293	\$95,969	\$104,318	\$114,133
Water Operator	\$74,768	\$81,244	\$88,293	\$95,969	\$104,318	\$114,133

**May 01, 2027 - April 30, 2028**

<i>Job Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Maintenance Operator	\$65,931	\$71,617	\$77,811	\$84,561	\$91,899	\$100,092
Mechanic	\$75,542	\$82,086	\$91,061	\$96,962	\$105,392	\$114,806
Forester/MO	\$77,198	\$83,885	\$91,162	\$99,089	\$107,708	\$117,843
Coating Specialist/MO	\$77,198	\$83,885	\$91,162	\$99,089	\$107,708	\$117,843
Crew Leader	\$77,198	\$83,885	\$91,162	\$99,089	\$107,708	\$117,843
Water Operator	\$77,198	\$83,885	\$91,162	\$99,089	\$107,708	\$117,843

## APPENDIX B

1. The drug card co-pay shall be \$25-35-50, and 2x this amount for 90 day mail order supply.
2. The Office visit co-pay shall be \$40.
3. Effective July 1, 2025 or as soon as practicable, Emergency room co-pay shall increase from \$75 per visit to \$100 per visit.

The co-pay changes in items 1 & 2, above, will only be implemented to the extent that such changes are implemented for non-represented Village employees covered by the plan in 2019 and/or 2020, i.e., the changes shall be the same as the changes made for such non-represented employees.

**APPENDIX C**

**Drug and Alcohol Policy**



## **DRUG AND ALCOHOL POLICY**

**Department of Public Works**

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## **1.0 INTRODUCTION AND OVERVIEW**

- 1.1 The U.S. Department of Transportation (“DOT”) has issued regulations which govern the use of drugs and alcohol by motor vehicle drivers and which also require the Village of Wheeling Department of Public Works (“Department”) to conduct mandatory drug and alcohol testing of drivers at the times and under conditions described in this Policy. The Illinois Department of Transportation (“IDOT”) advises that these federal regulations are applicable to all public employees required to have a Commercial Driver’s License (CDL) for their employment unless exempted by law. This Policy applies to all drivers of commercial vehicles as defined by the Department of Transportation.
- 1.2 It is the Department’s intention to comply fully with the DOT’s regulations governing drug and alcohol use and testing, and the requirements of DOT’s regulations have been incorporated into this Policy. In the event DOT’s regulations are amended, this Policy and the applicable term(s), condition(s), and/or requirement(s) of this Policy shall be deemed to have been amended automatically at that time, without the need for redrafting, in order to reflect and be consistent with DOT’s regulations. In such case, the Village reserves the right to apply the amended requirements immediately, and without giving prior notice to drivers and/or applicants, unless such notice is required by DOT or another applicable law. It is also the Department’s intention to comply with all applicable state requirements governing drug and/or alcohol testing which are not preempted by DOT regulations.
- 1.3 Under the Department’s Policy, drug and alcohol testing will be conducted on any current and/or prospective employee who will be required to secure a CDL license as a condition of employment and who operates a commercial motor vehicle as defined in 49 C.F.R. Part 40, 382 and 392.
- 1.4 All applicants for a position with the Department as a driver will be notified of the Department’s drug and alcohol Policy at the time they apply for a driver position with the Village.

## **2.0 DEFINITIONS OF TERMS USED IN THIS POLICY**

- 2.1 For the purpose of this Policy and the Department’s drug and alcohol testing program, “*safety-sensitive function*” means any of the following: (i) driving; (ii) the time spent waiting to be dispatched, unless the driver has been relieved from duty; (iii) inspecting, servicing or conditioning equipment; (iv) being in or on a commercial motor vehicle; (v) loading or unloading, including supervising or assisting in loading or unloading, attending a vehicle being loaded or loaded, remaining in readiness to operate a vehicle; (vi) securing the vehicle and taking all of the precautionary measures required by DOT’s regulations following an accident; (vii) repairing, obtaining assistance, or attending a disabled vehicle;

and/or any other safety sensitive functions as defined by federal law or regulations, as amended from time to time.

- 2.2 For the purpose of this Policy and the Department's drug and alcohol testing program, "*Village business*" includes, but is not limited to, work performed on or in Village property including a Village vehicle, and work performed on or in a non-Village vehicle being used for conducting Village training programs paid for by Village funds; the term also includes meal and break times.
- 2.3 For the purpose of this Policy and the Department's drug and alcohol testing program, an alcohol test will be considered "*positive*" when the alcohol concentration level registers 0.02 or greater.

### 3.0 PROHIBITED DRUG AND ALCOHOL USE AND ACTIVITIES

- 3.1 It is the goal of the Department's Policy to ensure a drug and alcohol-free transportation and work environment, and to reduce and help to eliminate drug and alcohol related accidents, injuries, fatalities, and damage to property.
- 3.2 The following conduct is strictly prohibited:
  - a) Using, being under the influence of, or possessing illegal drugs.
  - b) Using or being under the influence of legal drugs that are being used illegally.
  - c) Using or being under the influence of legal drugs whose use can adversely affect the ability of the driver to perform his/her job safely.
  - d) Selling, buying, soliciting to buy or sell, transporting, or possessing illegal drugs.
  - e) Ingesting alcohol in any form within four (4) hours of driving or performing any other *safety sensitive* function.
  - f) Being under the influence of alcohol at any time while driving or performing any other *safety sensitive* function.
  - g) Drivers are prohibited from possessing any amount of alcohol (**including possessing medications which contain alcohol**) while on duty or driving.
  - h) Testing positive from drugs and/or alcohol.
  - i) Refusing to be tested for drugs and/or alcohol.
  - j) Failing to submit to a drug and/or alcohol test as directed by Department representatives.
  - k) Failing to stay in contact with the Department and its Medical Review Officer (MRO) while awaiting the results of a drug test.
  - l) Violating any applicable federal and/or state requirement governing the use of drugs and/or alcohol.
  - m) Taking any action to obstruct the Department's goals with respect to drugs and alcohol.
- 3.3 A driver who violates these prohibitions will be subject to disciplinary action mandated by the DOT. Drivers who violate these prohibitions will also be subject to disciplinary action by the Village, up to and including discharge. In addition, any

driver who is convicted of a felony for a drug or alcohol-related matter will be subject to disciplinary action up to and including termination of employment.

#### 4.0 TESTS REQUIRED

4.1 The Village is required by DOT to conduct tests under the following conditions or times:

- a) Pre- employment and pre-duty
- b) Post-accident
- c) Random
- d) Reasonable suspicion
- e) Return to duty and follow-up

4.2 Pre-Employment and Pre-Duty Testing

4.2.1 A pre-employment drug and alcohol test will be required as part of a pre-employment medical examination before any driver-applicant will be hired. This test is also required before any existing worker in a non-DOT driver position will be assigned, transferred or otherwise permitted to operate a commercial motor vehicle on behalf of the Department for the-first time. For purposes of the Department's Policy concerning pre-employment/pre-duty testing procedures, requirements and discipline, applicants and existing workers who are applying for a driver position requiring a CDL license are collectively referred to as "*applicants.*"

4.2.2 Prior to taking a pre-employment/pre-duty drug and alcohol test, the applicant will be notified to report for such tests. The applicant will also be asked to execute a general consent and release to be tested for such tests.

4.2.3 All offers by the Village to hire an applicant for, or to assign or transfer an applicant to a driver position are conditioned upon the applicant: (i) executing the Village's general consent and release to be tested for drugs and alcohol forms; (ii) taking a drug and alcohol test as directed by the Village and passing such test; (iii) executing the Village's authorization to obtain past drug and alcohol test results (which authorizes the Village to obtain all of the applicant's past drug and alcohol test results, including any refusals to test, from each company for whom the driver either worked, took, or refused to take a pre-employment/pre-duty test during the previous two years and the results of those tests including any refusals). This is referred as Release of Information.; (iv) passing the DOT-required physical exam required for driver positions; (v) complying with any other conditions or requirements of which the Village advises the applicant at the time of the offer.

4.2.4 Any applicant who refuses or fails to execute the Village's general consent and release drug and alcohol test forms; who refuses or fails to execute the Village's authorization to obtain past drug and alcohol test result forms;

who refuses or fails to submit to a pre-employment/pre-duty drug and alcohol test as directed; or whose result is positive for the drug and alcohol test, will not be considered eligible to work for the Village. Existing employee applicants who test positive will not be considered qualified for the position for which they are applying and will also be subject to Village discipline, up to and including discharge.

4.2.5 A new applicant will only be notified of the results of their tests if they present a written request to the Village for his/her results within sixty (60) days of being notified by the Village of its hiring decision. Existing employees will be notified only in the event of a positive test.

4.3 Post-Accident Testing:

4.3.1 A driver who is performing a safety-sensitive function must submit to a post-accident drug and post-accident alcohol test *as soon as possible*, but no later than two (2) hours, following the occurrence of any accident that meets the description of this Section. If tests cannot be performed within a two (2) hour period the Department must provide a written record of why. If the tests cannot be performed within an eight (8) hour period the Department will cease pursuance of said tests and maintain a written record. For purposes of this Policy and the Department’s drug and alcohol testing program, an accident, which meets the description of this Section, is referred to as a “DOT accident.” Post-Accident testing shall be conducted per the following chart:

Type of Accident	Citation Issued to the CMV Driver	Test Must Be Performed By Employer
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily Injury with Immediate Medical Treatment Away from the Scene	Yes	Yes
Bodily Injury with Immediate Medical Treatment Away from the Scene	No	No
Disabling Damage to Any Motor Vehicle Requiring Tow Away	Yes	Yes
Disabling Damage to Any Motor Vehicle Requiring Tow Away	No	No

- 4.3.2 It is possible that a driver will be directed to submit to a drug and/or alcohol test at the accident scene by a federal, state or local law enforcement officer. Whenever a test is conducted by a law enforcement officer, the driver is required to contact his/her supervisor or another Department official immediately to report and to provide the Village with the name, badge number and telephone number of the law enforcement officer who conducted the test.
- 4.3.3 Whenever a driver is involved in a DOT accident and is not tested for drugs and/or alcohol by a law enforcement officer, the driver is required to immediately report for a test, following the procedure established within this Policy.
- 4.3.4 A driver who is required to take a post-accident drug and/or alcohol test will, at the Village's discretion, either be assigned to a non-safety sensitive function, or placed on non-disciplinary suspension with pay while awaiting the post-accident test results.
- 4.3.5 In addition to the penalties imposed by DOT, a driver who tests positive for drugs and/or alcohol, who refuses or fails to submit to a post-accident drug and alcohol test as required, or who unnecessarily delays reporting to the test site following an accident, or who otherwise fails to comply with the Department's post-accident testing procedures, will be subject to disciplinary action, up to and including discharge.

4.4 Random Testing:

- 4.4.1 The Department is required to test drivers on an unannounced random basis.
- 4.4.2 Under the Department's random selection process, every driver will have an equal chance of being selected each and every time the selection is conducted.
- 4.4.3 Whenever a driver is randomly selected to be tested, he/she will be notified of the selection in writing and instructed to report to the collection site immediately.
- 4.4.4 A driver who tests positive or refuses to submit to a test is medically unqualified to drive and/or perform any other safety-sensitive function.
- 4.4.5 In addition to the penalties imposed by DOT, a driver who refuses to submit to a random test, or who fails to report for the tests directed, or who tests positive, will be subject to disciplinary action, up to and including discharge.

4.5 Reasonable Suspicion Testing:

- 4.5.1 Each driver is required to submit to a drug and/or alcohol test whenever the Village has reasonable suspicion to believe that the driver has used drugs and/or alcohol in violation of DOT regulations and/or this Policy.
  - 4.5.2 Reasonable suspicion will exist, but is not limited to, when a driver's appearance, behavior, speech or body odors indicate drug or alcohol use, or the withdrawal effects of drugs.
  - 4.5.3 Whenever a driver is notified that there is reasonable suspicion to be tested, he/she will be expected to report to the test site immediately to be tested.
  - 4.5.4 Drivers who are required to submit to a reasonable suspicion test will be escorted by a supervisor from the Village to the appropriate specimen collection site for drug and/or alcohol tests.
  - 4.5.5 No driver who is required to submit to a reasonable suspicion test will be allowed to drive to his/her home after the test(s) is/are completed. The Village will make arrangements for transporting the driver home.
  - 4.5.6 If the driver rejects the Village's efforts in this regard and instead insists on driving his/her personal vehicle, the Village reserves the right to take whatever means are appropriate to prevent this, including contacting appropriate law enforcement personnel and imposing disciplinary action, up to and including discharge.
  - 4.5.7 A driver who is required to take a reasonable suspicion test will be considered by the Village as unqualified to work and placed on immediate suspension, without pay, pending the results of his/her test. A driver whose test results are negative will be reimbursed for the time of his/her suspension. A driver whose test results are positive will not be reimbursed.
- 4.6 Return to Duty and Follow-Up Testing:
- 4.6.1 If a driver violates any of the prohibitions set forth in this Policy, he/she will be required to take and must pass a drug and/or alcohol test before he/she is allowed to return to performing a safety-sensitive function. The driver will also be required to undergo random follow-up tests for at least one year, and possibly up to five years, as determined by a substance abuse professional (SAP). (This section should not be considered a modification of the Department's policy of terminating drivers who test positive or refuse to cooperate.)

## **5.0 TESTING METHODOLOGY AND INTEGRITY**

- 5.1 To ensure the integrity and accuracy of each test, all specimen collection, analysis and laboratory procedures shall be conducted in accordance with DOT's procedural protocols and safeguards as set forth in Part 40 of Title 49 of the Federal Code of Regulations. This includes, among other things: (i) Procedures to ensure the correct

identity of each driver at the time of testing; (ii) A chain-of-custody procedure to ensure that the driver's specimen is not tampered with by the Department; (iii) The use of a laboratory which has been certified by the Department of Health and Human Services (DHHS); (iv) The confirmation of an initial positive drug screen by a second analysis using gas chromatography/mass spectrometry (GCMS); (v) The confirmation of an initial positive alcohol screen by a second analysis; (vi) The appointment of a qualified Medical Review Officer (MRO) to review drug test results before they are reported to the Department's designated representative.

5.2 To further facilitate the integrity and accuracy of each test, the Department may provide drivers with written and/or oral instructions regarding the conduct of a specific test before each testing event. The Department considers all such instructions to be a part of this Policy. Drivers who refuse or otherwise fail to comply with all the instructions will be subject to disciplinary action, up to and including discharge.

### 5.3 Drug Tests:

5.3.1 All drug tests conducted under this Policy require the driver to provide a specimen of his/her urine.

5.3.2 At a minimum, urine specimens will be analyzed for the presence of the following drugs: (1) marijuana/THC; (2) cocaine; (3) opiates (including heroin); (4) amphetamines; (5) phencyclidine (PCP). Specimens will also be analyzed for such other substances as DOT may from time-to-time direct, or as may otherwise be permitted by federal or state law. In the event that DOT expands the list of drugs for which testing is or may be required, the Village reserves the right to begin testing immediately for those drugs without prior notice to drivers or applicants, unless notice is required by the DOT or another applicable law.

5.3.3 In general, drivers will be permitted to give a urine sample in privacy and without being observed by collection site personnel. However, a driver forfeits this right whenever there is a reason to believe that he/she may alter or substitute a specimen.

5.3.4 All drug tests will be administered using the split sample methodology required by the DOT. Under this methodology, the driver must provide at least forty-five (45) milliliters (ml) in a specimen container. The collector will then divide the specimen into two specimen bottles. Both bottles will be sent to a laboratory. One bottle will be analyzed as the driver's primary specimen. The other bottle will be held by the laboratory to be sent to another laboratory at the driver's request in the event that the primary specimen is verified as positive. In the event that the primary specimen is verified as positive, the driver will be notified either by the Department or the MRO of the positive test and then will be given the option to have the second bottle sent to a different laboratory for analysis. To exercise this

option, the driver must advise the Department's MRO within seventy-two (72) hours of being told that the primary specimen was positive.

- 5.3.5 Except for the use of methadone and medications containing alcohol, nothing in this Policy prohibits a driver's use of a medication legally prescribed by a licensed physician: (i) who is familiar with the driver's medical history and specific safety-sensitive duties, and (ii) who has advised the driver that the prescribed medication will not adversely affect the driver's ability to operate a motor vehicle safely. Medications prescribed for someone other than the driver, however, will not be considered lawfully used when taken by the driver under any circumstances.
- 5.3.6 Before being tested for drugs, drivers will be given the opportunity to provide any prescription and non-prescription medications being lawfully used by the driver at the time. A "*positive*" drug test may be declared "*negative*" by the Department's MRO, if the driver can prove with clear and convincing evidence that the drug which was used was prescribed by a licensed physician who is familiar with the driver's medical history and specific duties. The determination of this will be made by the Department's MRO.

#### 5.4 Alcohol Tests:

- 5.4.1 All alcohol tests conducted under this Policy require that the driver must provide a breath specimen for any test conducted by, or on behalf of, the Department. In the case of an alcohol test conducted by a federal, state or local law enforcement officer following an accident, the driver must provide either a breath or blood specimen, as directed by the law enforcement officer.
- 5.4.2 Alcohol tests will be administered using a breath specimen, taken by a breath alcohol technician (BAT) using an approved electronic breath testing device (EBT), except in cases of on-scene post-accident testing conducted by federal, state or local officials.
- 5.4.3 Before being tested by the Department, each driver will be required to (i) present his/her personal identification, and (ii) execute a DOT "Breath Alcohol Test Form" provided by the BAT. A driver who refuses to provide his/her identification, provides false identification, refuses to execute a DOT "Breath Alcohol Test Form," or who otherwise refuses, or fails, to cooperate will be treated as though he/she had tested positive and will be subject to disciplinary action, up to and including discharge, in addition to the penalties imposed by the DOT.
- 5.4.4 In the event that a driver is unable to provide an adequate amount of breath for the initial or confirmatory test after several attempts to do so, the driver will then be required to submit to an evaluation by a licensed medical physician to determine whether a valid medical condition exists. If the

physician determines that a valid medical condition does exist, the test results will be reported to the Department as “*negative*.” If the physician determines that a valid medical condition does not exist, the test result will be reported to the Department as a “*confirmed positive*.”

## 6.0 TEST RESULTS

### 6.1 Drug Tests:

- 6.1.1 In the event that the test result of a driver’s primary specimen is positive, the driver will be notified by the Village or its MRO and advised that he/she has seventy-two (72) hours to request that the MRO send his/her secondary specimen to a second Department-approved laboratory for analysis. Pending the outcome of this additional analysis, the driver will continue being physically unqualified to work by DOT and the Department.
- 6.1.2 Before a driver’s test result will be confirmed positive for drugs, the driver will be given the opportunity to speak with the Department’s MRO and demonstrate that there was a legitimate medical explanation for the positive test result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported to the Department as “*negative*.” If the MRO determines that a legitimate medical reason does not exist, the test result will be reported to the department as a “*confirmed positive*.”
- 6.1.3 Except as provided in this Policy (concerning pre-employment and pre-duty tests), a driver whose test result is confirmed positive for drugs will be considered unqualified to perform or continue performing his/her functions safely and will be subject to disciplinary action, up to and including discharge. In addition, a driver whose test result is confirmed positive for drugs may also be subject to civil and criminal penalties.
- 6.1.4 In the event that the MRO informs the Designated Employer Representative (DER) that a driver’s positive drug test result was dilute, the test shall be declared a “*confirmed positive*” test. The driver will not be directed to retest based on the fact that the specimen was dilute.
- 6.1.5 In the event that the MRO informs the DER that a driver’s negative test result was dilute, where the creatinine concentration of the specimen is equal to or greater than 2 mg/dL but less than or equal to 5 mg/dL, the driver will be required to retest immediately under direct observation. If the creatinine concentration of the dilute specimen is greater than 5 mg/dL, the driver may not be required to retest.
- 6.1.6 If the driver declines to take a retest as directed, the driver will be considered unqualified to perform or continue performing his/her functions safely and will be subject to disciplinary action, up to and including discharge.

## 6.2 Alcohol Tests:

- 6.2.1 In the event that the driver provides an adequate breath specimen and the initial test registers an alcohol concentration level that is less than 0.02, the test result will be reported as “*negative*” and no additional test will be required at that time.
- 6.2.2 In the event that the driver provides an adequate breath specimen and the initial test registers an alcohol concentration level of 0.02 or greater, a second confirmatory test will be performed. In the event that the driver provides an adequate breath specimen and the confirmatory test registers less than 0.02, the test result will be reported to the Village as “*negative.*”
- 6.2.3 DOT prohibits any driver whose confirmatory test registers 0.02 or more but less than 0.04 from performing or from continuing to perform any safety-sensitive function until the driver’s next regularly-scheduled duty period, but for no less than twenty-four (24) hours. A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.02 or more but less than 0.04 will, at a minimum be suspended without pay until his/her next regularly-scheduled duty period, but for no less than twenty-four (24) hours, and may be subject to additional disciplinary action by the Village, up to and including discharge.
- 6.2.4 A driver who, after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum be suspended without pay until his/her next regularly-scheduled duty period, but for no less than twenty-four (24) hours, and will be subject to additional disciplinary action by the Village, up to and including discharge.

## 6.3 Substance Abuse Professional (SAP)

- 6.3.1 In the event a driver has been found in violation of DOT drug and alcohol regulations and/or this Policy, the driver, under DOT requirements, will be provided by the Village with a name of a SAP or listing of SAP’s readily available and acceptable to the Village, with name(s), address and telephone numbers.
- 6.3.2 A certified SAP knowledgeable in DOT regulations will evaluate the driver and determine what assistance he/she needs in resolving problems associated with alcohol misuse and/or drug use. The initial SAP evaluation of the driver will be at the expense of the Village. Any referrals, education and/or treatment recommended by the SAP to the driver will be at the expense of the driver.

- 6.3.3 A driver who has been evaluated by a SAP may not seek a second SAP evaluation. Additionally, employers are not allowed to seek a second SAP evaluation if the driver has already been evaluated by a qualified SAP.
- 6.3.4 It shall be the responsibility of the driver to follow through with the SAP evaluation, and all treatments and counseling recommended by the SAP. The driver must comply with these requirements in order to be eligible for return to duty testing. Failure to do so may result in disciplinary action, including termination.
- 6.3.5 The medical determination of returning a driver to full duty will be made by the Village's occupational health care provider based on the required drug and alcohol testing established by the SAP.
- 6.3.6 Under DOT, no one (e.g. employee, employer, etc.) may change in any way the SAP's evaluation or recommendations. The SAP who made the initial evaluation, however, may modify his/her initial evaluation and recommendation based on new or additional information.
- 6.3.7 When undergoing educational courses and/or treatment, the driver will not be allowed to use accumulated sick leave or paid administrative sick leave, but may be allowed to use other leave balances such as personal, vacation or comp leave. Leave without pay may be granted with approval by the Village Manager pursuant and subject to Section 4.10 of the Collective Bargaining Agreement.
- 6.3.8 Upon return to duty, the driver will be required to undergo any and all follow-up alcohol and drug testing as determined by the SAP.
- 6.3.9 Nothing herein shall create an obligation on the part of the Village to retain an employee who tests positive or otherwise violates the prohibitions of this Policy.

**7.0 MAINTAINING CONTACT WITH THE VILLAGE AND MRO AFTER A DRUG TEST**

- 7.1 Drivers who are tested for drugs are required to remain in contact with the Department and the Department's MRO while awaiting the results of their tests. Drivers are also required to advise the Department of their whereabouts and the telephone number where they can be reached during this time.
- 7.2 Unless otherwise specified by the Village, the Department's MRO is  
Dr. Japhlet Aranas  
Northwest Community Hospital  
 Who may be reached at (847) 618-5600

- 7.3 A driver who refuses or fails to remain in contact with the Department and the Department's MRO will be considered insubordinate and will be subject to disciplinary action, up to and including discharge. In addition, a driver who fails to remain in contact shall waive his/her right to speak with the Village's MRO before a test is confirmed positive.
- 7.4 By the appointment of the Village Manager, or his designee, there shall be one employee designated as the Village Representative who shall be the sole resource of any questions or concerns relating to test results and/or job status by applicable employees. Any driver who wishes to gain information must contact said Village Representative.

## **8.0 EDUCATION AND TRAINING**

- 8.1 The Department will provide educational materials for all drivers explaining the DOT's requirements and the Village's Policy to meet those requirements. The Village will provide drivers with information concerning: (i) the effects of drugs and alcohol on an individual's health, work, and personal life; (ii) the signs and symptoms of a drug or alcohol problem; (iii) the available methods of intervention when a problem does exist.
- 8.2 Each driver is required to certify that he/she has been given a copy of this Policy and other drug and alcohol information by the Department. Applicants are required to execute the certification as a condition of being hired. An applicant who refuses to do so will not be hired. Existing drivers who refuse to execute this required certification will be subject to discipline, up to and including discharge.
- 8.3 Supervisors shall receive at least sixty (60) minutes of training on physical, behavioral and performance indicators of probable drug use and at least sixty (60) minutes of training on physical, behavioral and performance indicators of alcohol use.
- 8.4 All questions concerning the educational materials provided by the Department, or about this Policy, should be directed to the Director of Public Works or his designee.

## **9.0 PAYMENT OF TESTS**

- 9.1 The Village shall pay the costs for all tests which the Department is required to conduct on drivers under DOT regulations.
- 9.2 Drivers are responsible for paying the cost for any test or tests conducted which the Department does not require, unless otherwise prohibited by applicable law.
- 9.3 Drivers are responsible to pay the costs of the analysis of any secondary urine specimen which they requested except as otherwise required by applicable state law.

## **10.0 RECORDKEEPING AND CONFIDENTIALITY**

- 10.1 The Department shall follow DOT requirements for maintaining records and documents. The results of all individual drug and alcohol tests will be kept in a secure location by the Assistant Director of Public Works with controlled access.
- 10.2 All individual test results will be considered confidential. The release of an individual driver's results will only be given in accordance with the individual driver's written authorization, or as otherwise provided by this Policy, DOT regulations, or by any other applicable federal or state law.
- 10.3 The results of any drug and/or alcohol testing may be disclosed to the Village Manager on a need-to-know basis. In addition, employees, upon written request, are entitled to obtain copies of their own drug and/or alcohol records.

## **11.0 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 11.1 Any employee who feels that he/she may have a drug and/or alcohol related problem is encouraged to contact the EAP for assistance. All information as a result of a self-referral to the EAP shall be kept confidential between the employee and the EAP staff.

Unless otherwise specified by the Village, the Village of Wheeling Employee Assistance Program is associated with:

Horizon Health/Aetna Resources  
1-800-843-1327

- 11.2 Any employee who has been found to be in violation of this Policy may be formally referred to the EAP in addition to any disciplinary action taken. It shall be the responsibility of the involved individual(s) to follow through with all treatments and counseling recommended by the EAP. Failure to do so may result in disciplinary action being taken.
- 11.3 All employees referred to drug and/or alcohol treatment will comply with all required procedures and recommendations of the after-care facility.
- 11.4 If an employee disagrees with the EAP provider or its recommendations, he/she may consult with the Assistant Village Manager and Director of Public Works, or their designees. Once the matter has been reviewed, the joint decision of the Assistant Village Manager and Director of Public Works, or their designees, shall be final.
- 11.5 The medical determination of returning an employee to full duty will be made by the Village's occupational health care provider.

## **12.0 LAWS AND REGULATIONS**

- 12.1 The Department will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use status in the workplace.
- 12.2 An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of drugs or alcohol, and test results.
- 12.3 The Village may disclose information required to be maintained under this Policy to the decision maker in a lawsuit, grievance, or other proceeding (including but not limited to workers' compensation, unemployment compensation, or other proceedings related to benefits sought by employee) initiated by or on behalf of the employee and arising from the results of an alcohol or controlled substance test required by this Policy, or from the employer's determination that the employee engaged in conduct prohibited by this Policy.

### **13.0 DEFINITIONS**

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol concentration** (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

**Alcohol use** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

**Commerce** means:

- 1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such state, including a place outside of the United States; and
- 2) Trade, traffic and transportation in the United States which affects any trade, traffic and transportation described in paragraph (1) of this definition.

**Commercial motor vehicle** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle-

- 1) Has a gross combination weight rating of 11,794 or more kilograms (26,000 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- 2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- 3) Is designed to transport 16 or more passengers, including the driver; or
- 4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103 (b)) and which require the motor vehicle to be placarded under the Hazardous Material Regulations (49 CFR Part 172, Subpart F).

**Confirmation test** for alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled

substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test.

**Consortium/Third party administrator (C/TPA)** means a service agent that provides or coordinates one or more drug and alcohol testing services for DOT regulated employers. Typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes but is not limited to groups of employees who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPA are not "employers" for purposes of this part.

**Controlled substances** mean those substances identified as follows;

- 1) DOT agency drug testing programs require that employers test for marijuana/THC, cocaine, opiates (including heroin), amphetamines and phencyclidine (PCP);
- 2) An employer may include in its testing protocols other controlled substances or alcohol only pursuant to a DOT agency approval, if testing for those substances is authorized under agency regulations and if the Department of Health and Human Services (DHHS) has established an approved testing protocol and positive threshold for each such substance;
- 3) Urine specimens collected under DOT agency regulations requiring compliance with this part may only be used to test for controlled substances designated or approved for testing as described in this section and shall not be used to conduct any other analysis or test otherwise specifically authorized by DOT agency regulations;
- 4) This section does not prohibit procedures reasonably incident to analysis of the specimen for controlled substance (e.g., determination of pH or tests for specific gravity, creatinine concentration or presence of adulterants).

**Designated employer representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation process.

**Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- 1) *Inclusions*. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- 2) *Exclusions*.
  - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts;
  - (ii) Tire disablement without other damage even if no spare tire is available;
  - (iii) Headlight or taillight damage;
  - (iv) Damage to turn signals, horn or windshield wipers which make them inoperative.

**DOT Agency** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring drug and/or drug testing.

**Driver** means any person who possesses a CDL and/or operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers, casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

**Employer** means a person or entity employing one or more employees that is subject to DOT agency regulations requiring compliance and/or who owns or leases a commercial motor vehicle, or assigns persons to operate such a vehicle. The term employer includes an employer's agents, officers and representatives.

**Licensed medical practitioner** means a person who is licensed, certified and/or registered in accordance with applicable Federal, State, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Medical review officer (MRO)** means the individual responsible for receiving laboratory results generated from the employer's program that is a licensed physician with knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test results together with the employee's medical history and any other relevant biomedical information.

**Performing (a safety-sensitive function)** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform or immediately available to perform any safety-sensitive functions.

**Refusal to submit (to an alcohol or controlled substances test)** means that a driver:

- 1) Fails to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee to appear for a test when called by a C/TPA;
- 2) Fails to remain at the testing site until the testing process is complete.
- 3) Fails to provide a urine specimen for any drug test by this part or DOT agency regulations.
- 4) In case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;
- 5) Fails to provide a sufficient amount of urine or adequate breath when directed, and it has been determined, through a medical evaluation that there is no adequate medical explanation for the failure;
- 6) Fails or declines to take a second test the employer or collector has directed the driver to take;
- 7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER, under Section 40.193 (d) of the title. In the case of pre-employment drug test, the employee is deemed to have refused to test on the basis only if the pre-employment test is conducted following a contingent offer of employment;
- 8) Fails to cooperate with any part of the testing process (i.e. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
- 9) Is reported by the MRO as having a verified adulterated or substituted test result.

**Safety-sensitive function** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- 1) All time at an employer or shipper plant, terminal, facility or other property or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- 2) All time inspecting equipment as required by DOT regulation or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
- 3) All time spent at the driving controls of a commercial motor vehicle in operation;
- 4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- 5) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in any giving or receiving receipts for shipments loaded or unloaded; and
- 6) All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

**Screening test (or initial test)** In alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in a breath or saliva specimen. In controlled substance testing, a test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.



**VILLAGE OF WHEELING  
DEPARTMENT OF PUBLIC WORKS  
DRUG AND ALCOHOL POLICY**

**RECEIPT CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I have received,  
(Print Employee's Name)  
read and understand the *Drug and Alcohol Policy* issued by the Village of Wheeling Department of Public Works and attached hereto.

I hereby accept the Policy as a term of employment. I also understand that I am required to take and successfully pass urine drug test and breath alcohol tests as a condition of employment. Furthermore, I agree to comply with all of the requirements of the Federal Motor Carrier Safety Regulations and all other federal, state and local rules and laws.

I give my full consent to the release of the drug and alcohol test results to the authorized Medical Review Officer (MRO) who will then release the results to the Village of Wheeling Department of Public Works.

I further understand that my failure to honor the terms of this Certificate and the above referenced Policy is grounds for immediate termination of my employment with the Village of Wheeling.

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Side Letter of Agreement between the Village of Wheeling and AFSCME Council 31 for and on behalf of Local 1344 concerning voluntary participation in a Village -wide Wellness Program

The parties agree that those Wheeling employees holding positions represented by AFSCME Council 31 may participate in a Village-wide wellness program, as the same may be adopted, modified or discontinued by the Village. Such participation shall be voluntary.

For the Village:



7/21/2025  
Date

For AFSCME Council 31 for and on behalf of Local 1344:



7/30/2025  
Date



## Agenda Item Details

Meeting	Jul 21, 2025 - Village Board Regular Meeting Agenda
Category	11. Consent Agenda-All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
Subject	D. Resolution Affirming an Agreement between the Village of Wheeling and AFSCME Council 31, for and on Behalf of Local 1344, for the Period May 1, 2025 through April 30, 2028
Access	Public
Type	Action (Consent)
Recommended Action	Motion to Approve

## Public Content

**From:** Marisol Leyva, Human Resources Director

**Subject:** Summary of AFSCME Negotiations – Public Works Department

### EXECUTIVE SUMMARY

Public Works collective bargaining negotiations with AFSCME Council 31, Local 1344 concluded successfully on June 30, 2025. Both the union and management have tentatively agreed on all contract matters brought to the table. The union membership unanimously voted to ratify the agreement on July 10, 2025.

## MEMO

### CONTRACT OVERVIEW & MAJOR ECONOMIC PROVISIONS:

**Term:** Three-year agreement from May 1, 2025 through April 30, 2028.

**Compensation Package:** Both the union and management conducted wage comparable analyses to ensure accurate reflection of duties performed by Public Works employees. The analysis demonstrated that Village employees were below market average in comparable communities. The negotiated compensation package includes a \$1,250 one-time market equity adjustment combined with 3.25% annual increases over the three-year contract. This approach addresses competitive positioning while maintaining modest percentage increases and equity across all bargaining units.

**Insurance Premium Contribution:** Effective July 1, 2027, employee premium contributions will increase from 15% to 16%. This concession helps offset other negotiated enhancements and maintains reasonable cost-sharing principles.

**PPO Health Plan Access:** The contract includes a notable change to health insurance access for AFSCME members. Since 1994, this bargaining unit was contractually restricted from participating in the Village's lower-premium PPO health plan. The new contract extends PPO plan access to AFSCME members after their second anniversary with the Village, consistent with the stipulation applied to all other collective bargaining contracts. This change brings equity across all employee groups.

### ASSESSMENT

The negotiations balanced our fiscal constraints with necessary competitive adjustments. The strategic use of a one-time equity payment allows us to address market pressures while maintaining sustainable annual increases that can be consistently applied across future bargaining sessions.

### Strategic Plan Theme:

Unassigned

25.07.21\_Wheeling\_AFSCME CBA 2025-28\_Final.pdf (738 KB)

25.07.21\_RESOLUTION 2025-28 AFSCME PW Contract.pdf (15 KB)

## **Administrative Content**

## **Executive Content**

*All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.*

REGULAR meetings will be televised on channels 17 and 99. If you would like to attend a Village meeting but require an auxiliary aid such as a sign language interpreter, call 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING. To view the full agenda packet, visit [www.boarddocs.com/il/vowil/Board.nsf/Public](http://www.boarddocs.com/il/vowil/Board.nsf/Public)