

**AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND THE
METROPOLITAN ALLIANCE OF POLICE CHAPTER #786**

2025-2028

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THIS AGREEMENT made this 17th day of MARCH, , by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the Metropolitan Alliance of Police Chapter #786, (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Village and the Union have negotiated and agreed to the terms and conditions of employment for said members of the Union.

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

**ARTICLE I
GENERAL TERMS**

1.1. Recognition

- (a) The Village recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and certain other conditions of employment for all individuals within a bargaining unit consisting of all regular full-time employees and regular part-time employees over twenty (20) hours per week, with the position of Telecommunicator for the Village of Wheeling, all regular full-time employees with the position of Records Clerk, and all regular full-time employees with the position of Community Service Officer, but excluding such employees who occupy a position involving matters of a confidential nature, and all management, professional, administrative or supervisory employees. Regular full-time employment refers to officers who work a normal tour of duty for their classification. (Individuals in the position of Police Radio Operator shall hereinafter be referred to as "Telecommunicator." Individuals in the position of Police Records Clerk shall hereinafter be referred to as "records clerk." Individuals in the position of Community Service Officer shall hereinafter be referred to as "CSO." All individuals within such unit shall hereafter collectively be referred to as "employees.")
- (b) The Village will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with the employees in such bargaining unit, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement.

1.2. Scope of Agreement

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

1.3. Rights of Management

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

10. The right to establish personnel policies by adoption of a Personnel Policy Manual and to establish rules and regulations for employment with respect to subject matter not contained within this Agreement and the right to unilaterally amend or abolish such policies or rules and regulations;
 11. The right to introduce new or improved methods, equipment or facilities; and the right to contract out for any goods or services.
- (b) All of the rights, functions and prerogatives of the Village and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the Village. In no event shall any right, function or prerogative of the Village and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement. The 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, or implied therein, without the duty to bargain with the Union over the impact or effect of such decisions.
- (c) If in the sole discretion of the President and Board of Trustees or Village Manager it is determined that civil emergency exists, including, but not limited to, riots, civil disorders, tornado conditions, floods or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- (d) Subject matter not contained or covered in this Agreement shall be determined by the Wheeling Personnel Policy Manual and the Rules and Regulations, general orders, Special Orders, Policies and Procedures of the Wheeling Police Department as are from time to time amended.

1.4 This Agreement shall be binding upon the parties to and including April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) 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 thirty (30) days prior to the anniversary date.

ARTICLE II DIRECT COMPENSATION

2.1. Wage Compensation

- (a) Any employee who has completed six (6) months of continuous service with the Village shall be eligible for a merit pay step increase. The date of eligibility and effective dates for any merit increase shall be dependent upon the starting date of regular full time employment, hereinafter referred to as "anniversary date." At

the completion of one (1) year of continuous service with the Village and upon each successive date thereafter, the employee is eligible for an additional merit pay step increase in accordance with the base salary schedule as set forth in Appendix A for Records Clerks, Appendix B for CSOs and Appendix C for Property Evidence Officer, which said amounts shall be increased by 3.0% effective May 1, 2025 or upon settlement, whichever comes later, for all employees in the unit on date of execution of this Agreement, 3.0% as of May 1, 2026 and 3.25% as of May 1, 2027. New hires shall be placed at the appropriate step of the applicable wage appendix, not to exceed Step 5, based upon the Village's assessment of their experience and qualifications.

- (b) The granting or the failure to grant merit pay and/or the amount of said grant or merit pay shall be based upon job performance and shall be at the sole discretion of the Village.
- (c) An employee may, upon the recommendation of the Chief of Police and with the approval of the Personnel Director, receive a merit step increase or a portion thereof before an anniversary date if it is determined that the employee is performing at a rate higher than normal for the employee's current pay schedule.
- (d) In the event it is determined by the Personnel Director that an employee is performing at an unsatisfactory level based upon performance evaluations, the employee's pay may be frozen or lowered up to one (1) step within the pay schedule every six (6) months. In the event an employee's pay rate is frozen or base salary adjustment withheld, the employee's job performance shall be re-evaluated in six (6) months.

2.2. Tour of Duty – Hours of Work

- (a) A twenty-eight (28) day tour of duty will be observed by CSOs in the Union. The normal work schedule for Records Clerks shall be thirty-seven and a half (37½) hours worked within a tour of duty consisting of a seven (7) day period. The tour of duty shall begin on the date designated by the Rules and Regulations of the Police Department. Such tour of duty may be changed at the discretion of the Village.
- (b) Employees shall not be guaranteed a minimum number of hours to be worked per day, per week or per tour of duty.
- (c) Recorded time for hours worked must be rounded to the nearest increment of fifteen (15) minutes.

EXAMPLE:

0 – 7 = 0 minutes
8 – 22 = 15 minutes
23 – 37 = 30 minutes

2.3. Pay Periods

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

2.4. Payroll Deductions

Automatic payroll deductions will be made for federal and state income tax purposes, social security and pension fund contributions. Optional deductions must be approved by the Personnel Director and may include medical insurance, life insurance, the Village approved deferred compensation plans and Village approved credit unions or village approved charities.

2.5. Outside Employment

Employees shall be subject to the Rules and Regulations, Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time regarding outside employment.

2.6. Overtime and Additional Direct Compensation

- (a) Employees shall receive overtime under this Section 2.6 only for those hours actually worked.
- (b) Overtime - CSOs. CSOs in the Union shall receive overtime compensation in accordance with the provisions set forth herein. Holiday time, vacation time or sick time used in accordance with the provisions of this Agreement shall be included in determining the number of hours worked within a tour of duty.
 - 1. Holdover. A CSO required by his supervisor to work additional time subsequent to his regular scheduled shift shall receive compensation for the additional time worked to the extent such time exceeds his regular scheduled shift, at his regular hourly rate, plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked and will be paid in half hour segments.
 - 2. Call Back or Call In. A CSO who has left the premises after working a regular scheduled shift and is required to return to work shall receive compensation for the additional time worked at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per additional hour worked. Time worked will be computed to the nearest quarter hour worked and will be paid in half hour segments. CSOs shall receive a minimum two (2) hours of overtime per call back or call in and shall be

required to work for this minimum two (2) hour period. Travel time for purposes of commuting to and from the Police Department for call back or call in shall not be considered hours worked. Departmental Meetings. A CSO required to attend a departmental meeting other than during his regular scheduled shift shall receive compensation at his regular hourly rate. The regular hourly rate shall be paid unless the employee exceeds forty (40) hours in a work week in the case of CSOs. All time in excess of forty (40) hours per work week in the case of CSOs, shall be compensated at the rate of time and one-half. Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.

3. Training. A CSO who is required to receive training during his regular scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive compensation at his regular straight time hourly rate. A CSO who is required to receive training other than during his regular scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to forty (40) hours per work week in the case of CSOs. In the event any hours are worked beyond the forty (40) hours per work week for CSOs, the CSO shall be compensated for such excess hours at the rate of time and one-half his regular straight time hourly rate.

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

Travel time to and from training sessions conducted within the six (6) county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six (6) county Chicago metropolitan area shall be considered hours worked. In such instance the CSO shall not be eligible for overtime pay for travel time or early reporting.

4. Compensatory Time. In lieu of overtime pay, CSOs may, subject to mutual agreement with the Village, choose to receive compensatory time off at a rate of one and one-half hours off per each hour of overtime worked. CSOs may accumulate up to a maximum of forty (40) hours of compensatory time. CSOs shall be permitted to use accrued compensatory time, within the contract year accrued, within a reasonable period after it is requested so long as to do so would not, in the sole discretion of the Chief of Police, unduly disrupt the operations of the Police Department. All accrued compensatory time not used within the contract year earned shall

be used in accordance with the Rules and Regulations of the Wheeling Police Department.

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

- (c) **Crime Prevention.** A CSO, selected at the discretion of the Police Chief, to act in the position of crime prevention shall receive a monthly stipend of seventy-five dollars (\$75.00).
- (d) **LEADS Coordinator.** The employee formally designated as the LEADS Coordinator shall receive two (2) hours of pay at his or her straight time rate per month for each full month that the employee holds that designation.
- (e) **Overtime - Records Clerks.** Records clerks shall receive overtime compensation in accordance with the provisions set forth herein. Holiday time, vacation time or sick time used in accordance with the provisions of this Agreement shall be included in determining the number of hours worked in a tour of duty.
 - 1. **Holdover.** A records clerk required by his supervisor to work additional time subsequent to his regular scheduled shift shall receive compensation for the time worked to the extent such time exceeds forty (40) hours worked in a tour of duty at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked.
 - 2. **Call Back or Call In.** A records clerk who has left the premises after working a regular scheduled shift and is required to return to work shall receive compensation for the time worked to the extent such time exceeds forty (40) hours worked in a tour of duty at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per hour worked. Time worked will be computed to the nearest quarter hour worked.
 - 3. **Call Back or Call In for Matron Duty.** A records clerk who has left the premises after working a regular scheduled shift and is required to return to the Police Department for matron duty shall receive compensation for such additional time worked at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per additional hour worked. Records clerks called in or called back for matron duty shall receive the following minimums for overtime: from the end of the normal workday to midnight, a minimum of two (2) hours; between midnight and 6:00 a.m., a minimum of three (3) hours at time and one-half; and between 6:00 a.m. and the beginning or normal workday, compensation for hours actually worked at time and one-half.

4. **Call Back or Call In for Bond Hearings.** A records clerk who is required to return to the Police Department on a Saturday for a bond hearing shall receive compensation for such additional time worked at his regular hourly rate plus an additional one-half (1/2) of his regular hourly rate per actual hour worked.
5. **Travel Time.** Travel time for purposes of commuting to and from the Police Department for any call back or call in shall not be considered hours worked.
6. **Departmental Meetings.** A Records Clerk required to attend a departmental meeting other than during his regular scheduled shift shall receive compensation at his regular hourly rate. The regular hourly rate shall be paid unless the records clerk exceeds forty (40) hours worked in a tour of duty.

All time in excess of forty (40) hours in a tour of duty shall be compensated at the rate of time and one-half. All records clerks shall receive a minimum of seventy-two (72) hours notice prior to the calling of any departmental meeting, except in the case of emergency.

Travel time for purposes of commuting to and from the Police Department for departmental meetings shall not be considered hours worked.

7. **Training.** A records clerk who is required to receive training during his regularly scheduled shift, whether said training is conducted on or off the premises of the Village, shall receive compensation at his regular straight time hourly rate.

A records clerk who is required to receive training other than during his regular scheduled shift shall receive additional compensation at his regular straight time hourly rate for all time up to forty (40) hours worked in a tour of duty. In the event any hours are worked beyond forty (40) hours, the records clerk shall be compensated for such excess hours at the rate of time and one-half his regular straight time hourly rate. Records clerks shall be reimbursed for expenses incurred for off-the-premises training in accordance with the provisions of the Village's travel policy. (Appendix H)

Travel time to and from training sessions conducted within the six (6) county Chicago metropolitan area shall not be considered hours worked. Travel time to and from training sessions conducted outside the six (6) county Chicago metropolitan area shall not be considered hours worked unless the records clerk is required to report to the location of training prior to the first scheduled day of training. In such instance the records clerk shall not be eligible for overtime pay for travel time or early reporting, but the records clerk's schedule shall be adjusted within the records clerk's tour of duty.

8. Compensatory Time. At the discretion of the Personnel Director, compensatory time in lieu of overtime pay may be authorized in accordance with applicable law for records clerks.

2.7. Pyramiding Prohibited.

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

2.8. Uniform Account System.

Commencing with the first new calendar year following date of hire, Records clerks shall be eligible to receive five hundred dollars (\$500.00) per employee in monetary credit for the purpose of purchasing uniforms under a uniform account system established by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time. This credit shall be given at the beginning of each calendar year. Items which may be purchased under this system shall be limited to "uniform items" and not include any items that may be worn outside the work place. Specific items which are authorized for purchase shall be established by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time.

Commencing with the first new calendar year following date of hire, CSOs shall be eligible to receive eight hundred dollars (\$800.00) per employee in monetary credit for the purpose of purchasing uniforms under a uniform account system established in Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time. This credit shall be given at the beginning of each calendar year.

Newly hired CSOs will be provided with all necessary initial uniforms and equipment, as specified by Special Orders and General Orders of the Wheeling Police Department, as may be amended from time to time.

2.9. Seniority

- (a) Village Seniority (same as anniversary date in Village policy) shall be the employee's length of service since his most recent date of hire for a full-time position with the Village. If an employee transfers from one full-time position to another position in a different functional unit without loss of work time, the employee shall retain his Village seniority and related benefits.
- (b) Unit seniority shall be based on the employee's most recent date of hire for a full-time position in his current functional unit.

**ARTICLE III
INDIRECT COMPENSATION**

3.1. Holiday Time

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

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

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

- (g) Holiday time may be used by employees on an hourly basis, with a minimum of two (2) hours.
- (h) For the position of CSO only, the Village may, at the CSO's option, buy back up to sixty (60) straight-time hours of accumulated holiday time during each contract year. A CSO shall request the number of holiday hours to be bought back by the Village at least twenty (20) working days prior to the date of the affected payroll. All requests for holiday buy-back for the contract year ending April 30 shall be made between March 1 and April 15 of that year.
- (i) Any employee on a leave of absence without pay shall not accrue holiday time during such leave of absence.
- (j) Any employee who works a full eight hour shift on any of the following holidays shall receive four (4) hours of compensatory time: Thanksgiving, Christmas, New Years Eve (3-11 and 11-7 shifts), New Year's Day (7-3 shift), Memorial Day, July 4 and Labor Day.

3.2. Scheduling of Holidays

- (a) Selection of holidays for CSOs shall be made according to unit and shift assignments. Priority in holiday selection shall be based upon unit seniority. Holiday selection shall begin no later than 0800 hours on April 16th of each year and end no later than 0800 hours on May 15th.
- (b) Holiday selection shall be accomplished in one (1) round. CSOs may select up to three (3) days of holiday time. Once a CSO has selected, the selection moves to the next CSO in order and so on until all CSOs have made their selections.
- (c) CSOs may choose any day for a holiday so long as the manpower scheduled for such unit or shift will not fall below the minimum manpower as determined by the Village.
- (d) Holiday selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit holiday time on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.

3.3. Vacation

- (a) Employees shall accrue vacation time on a monthly basis for use in the next contract year. Such vacation time shall accrue as follows:
 1. An employee with less than six (6) years of service at the rate of 6.66 hours per month;

2. On an employee's sixth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 3. Thereafter, for over six (6) years, but less than twelve (12) years of service, at the rate of ten (10) hours per month;
 4. On the employee's twelfth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 5. Thereafter, for over twelve (12) years, but less than eighteen (18) years of service, at the rate of 13.31 hours per month;
 6. On an employee's eighteenth year anniversary date, the employee shall receive an additional forty (40) hours of vacation time for use within the remaining portion of the contract year during which said anniversary occurs;
 7. Thereafter, for over eighteen (18) years of service, at the rate of 16.66 hours per month.
- (b) An employee must be in pay status for at least fifteen (15) calendar days in a month in order to receive vacation credit for the month. An employee who is not in pay status for at least fifteen (15) calendar days shall accrue no vacation time for the month.
- (c) Employees who terminate their employment prior to one (1) year of continuous service shall not have accrued any vacation time.
- (d) For computational purposes, the vacation year will coincide with the Village's contract year.
- (e) An employee who moves from one position to another in the Village's service, and whose service is continuous or who is transferred or promoted, will be credited in his position with his unused vacation leave.
- (f) Time worked under regular part-time employment over twenty (20) hours per week, not including temporary/seasonal appointment, when followed immediately by regular full time employment will be included in computing length of continuous service for vacation leave. The employee will be granted vacation leave credit on a percentage basis of hours worked while a regular part-time employee. Regular part-time employment refers to employees who work less than a normal tour of duty but more than twenty (20) hours per work week does not include seasonal or temporary employees.

- (g) Vacation leave will continue to be accrued during time lost from work as a result of service-connected injury.
- (h) Vacation leave will not be accrued by an employee who is not on regular pay status, i.e., disability leave (other than workmen's compensation), paid administrative sick leave, suspension and leave of absence.
- (i) An employee may be granted the right to anticipate accrued vacation leave up to five (5) days. Such leave must have the prior approval of the Chief of Police and the Personnel Director.
- (j) If an employee terminates employment with the Village before any vacation leave anticipated has been accrued, the amount of unaccrued vacation leave which was anticipated will be deducted from the final paycheck.
- (k) Sickness of four (4) days or more which occurs during an employee's scheduled leave will be considered "sick leave" and not vacation. In order to be eligible for this provision, the employee must submit a doctor's certificate and receive approval from the Personnel Director.
- (l) If a death in the immediate family occurs during an employee's scheduled vacation leave, it will be considered "leave for death in family", consistent with Section 3.11 (c), and not vacation leave. In order to be eligible for this provision the employee must submit proof of death and receive approval from the Personnel Director.
- (m) Transfer of vacation from one (1) contract year to another shall be allowed only with the approval of the Personnel Director for good cause shown. In no circumstance will more than ten (10) working days be transferred for Records and CSO personnel.
- (n) The scheduling of vacation shall be subject to the Rules and Regulations, General Orders, Special Orders, Policies and Procedures of the Wheeling Police Department.

3.4. Scheduling of Vacation

- (a) Selection of vacation for all CSOs shall be made according to unit and shift assignments. Priority in vacation selection shall be based upon unit seniority. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.
- (b) All CSOs shall select any vacation accrued pursuant to Section 3.3 in accordance with the following provisions. Vacation selection shall be accomplished in two (2) rounds. In round one (1) each CSO may select accrued vacation of up to three (3) weeks in blocks of up to one (1) week (forty (40) hours for CSOs). Up to two (2) weeks vacation may be scheduled in prime time (June 1 to September 15 and December 15 to January 1) and any remaining accrued vacation scheduled is non-

prime time. Once a CSO has selected, the selection moves to the next CSO in order, and so on. In round two (2), CSOs shall select any remaining vacation until all CSOs have made their selections.

- (c) CSOs may choose any day for vacation so long as the manpower scheduled for such unit or shift will not fall below minimum manpower as determined by the Village.
- (d) Vacation selections, once scheduled, shall not be changed or altered without the express approval of the supervising Deputy Chief or his designee.
- (e) All CSOs shall schedule any remaining accrued vacation by November 1. The Village reserves the right to schedule any remaining accrued vacation by November 1.
- (f) Nothing set forth herein shall limit the authority of the Chief of Police to deny or limit vacation on the basis of manpower needs. During peak periods of activity, the Chief of Police may limit the use of holiday or vacation time to ensure sufficient manpower to meet the needs of the community.
- (g) Priority in vacation selection for records clerks shall be based upon department seniority. Vacation selection shall begin March 11 of each year and end no later than 0800 hours on April 15.

3.5. Sick Leave

- (a) All regular full-time employees accrue the benefit of sick leave with pay.
- (b) Sick leave will be accrued at one (1) day per month for regular full-time employees. The number of hours per day of sick leave will be determined by the number of regular work hours per day for the position. Sick leave may be accumulated up to an unlimited amount. Sick leave may not be anticipated. If an employee is separated from employment for any reason, all accrued sick leave shall be forfeited.
- (c) An employee who is in pay status for at least fifteen (15) calendar days during the month will accrue a sick day credit for the month. An employee who is not in pay status for at least fifteen (15) calendar days will accrue their first sick day after working thirty (30) calendar days.
- (d) Authorized sick leave includes an employee's absence because of his illness or non-service connected injury only, and for an injury or illness of an immediate family member of his/her family. For purposes of this policy immediate family member is defined as spouse, parent, as well as any child or step child under the age of eighteen (18). It does not include absences for routinely scheduled dental, optical or medical appointments which should be taken care of during off-duty hours or charged to vacation or personal days. Abuse of sick leave based on false

claims of illness or injury or falsification of proof to justify such sick leave will be cause for loss of pay and dismissal.

- (e) In the event an employee is unable to report to work due to illness or emergency, he must inform his department head or supervisor by the time designated by the department rules. Failure to do so for each day of absence, or at agreed upon intervals in the case of extended illness, may result in loss of pay or termination.
- (f) The Chief of Police or Personnel Director may make any appropriate investigation or establish proper administrative controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician or from the Village's physician may be required at any time, and will be required for any continuous absence of four (4) days or more, or after nine (9) occurrences and thereafter within a one (1) year period of time.
- (g) Any prolonged illness after fifteen (15) working days may require a medical certificate from the employee's attending physician, and may require a medical certificate from the Village physician prior to returning to work. The Village will assume the expense for the Village physician's examination.
- (h) An employee who moves from one (1) position to another in the Village's service and whose service is continuous or who is transferred, promoted or demoted, will be credited in his new position with the unused sick leave accrued in his prior position.
- (i) Time worked under regular part-time employment, when followed immediately by regular full-time employment, will be included in computing length of continuous service for sick leave. Employees will be granted sick leave credit on a percentage basis of hours worked while a regular part-time employee.
- (j) Sick leave will continue to accrue during time lost from work as a result of service-connected injury until such time as the employee is no longer on the Village payroll. An employee shall continue to accrue sick leave while on accrued sick leave.

3.6. Health Insurance

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

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

	<u>Village</u>	<u>Employee</u>
Effective July 1, 2023	85.0%	15.0%

- (d) Effective for the health insurance plan year which begins July 1, 2011 and in each succeeding year of this contract, the employee share of the monthly premium for employees who are enrolled in PPO and HMO programs shall be increased to the percentage specified above, but no more than 20% over premium costs for the preceding year.
- (e) The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to, Preferred Provider Option (at the option of the employee), pre-admission and continued admission review, prohibition of weekend admissions except in emergency situations, mandatory outpatient elective surgery for certain designated surgical procedures, point of service options (at the option of the employee), and large case management. Such cost containment measures shall not include, however, changes to the benefits set forth in Appendix D, unless such changes are required under federal or state healthcare legislation.
- (f) The office visit co-pay shall remain at \$40, and the prescription drug co-pays for generic, formulary and non-formulary, respectively, shall remain at \$10/\$30/\$50 (\$20/\$60/\$100 for mail order) for the HMO Plan. The emergency room co-pay shall remain at \$100 per visit (waived if admitted).
- (g) The Village will notify the employees, in writing, of any changes in the basic level of coverage and benefits.
- (h) Nothing set forth herein shall prohibit the right of the Village to obtain comparable hospitalization and major medical benefits under a different program or with a different insurance company and/or HMO.
- (i) Employees and their dependent(s) shall have the option to maintain health insurance in accordance with the conversion privilege provisions of the employee's selected health insurance program, the option which must be exercised within 90 days of the termination of the expiring health insurance.

3.7. Life Insurance

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

3.8. Pension

All regular full-time employees must participate in the Illinois Municipal Retirement Fund (I.M.R.F.) and shall be eligible for benefits as provided therein.

3.9. Longevity

An employee who has been employed with the Village of Wheeling for twelve (12) continuous years or more from their anniversary date shall receive the sum of six hundred dollars (\$600.00) annually during January following each anniversary date. Effective May 1, 2010, employees with eighteen (18) through twenty-four (24) continuous years of service shall receive the sum of one thousand dollars (\$1,000) annually, and employees with twenty-five (25) or more years of continuous service shall receive the sum of one thousand three hundred dollars (\$1,300) annually, on the January 1 following the employee's anniversary date. All payments in this section shall be deposited in the employee's VEMA account.

3.10. Tuition Reimbursement

Employees directed to take courses by the Chief of Police shall be entitled to one hundred percent (100%) reimbursement for such courses.

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

- (a) Each course shall be clearly job-related or serve as a prerequisite for an approved job related degree; e.g., bachelors of criminology, criminal justice or their equivalent, or masters of public administration or its equivalent. The determination of whether a degree is an equivalent shall rest with the Personnel Director.
- (b) The officer must obtain approval, prior to enrollment in each course, by the Personnel Director.
- (c) All course work must be directed towards the completion of the approved job-related degree program.
- (d) The officer must pay for all tuition at the time of enrollment. Upon successful completion of each course, the Village will reimburse the officer for fifty percent (50%) of the approved tuition costs associated with the course up to a maximum total tuition reimbursement per fiscal year of two thousand dollars (\$2,000.00). A course is deemed to have been successfully completed if the following criteria is met:
 1. A grade of "C" or above is received; or
 2. A score equivalent to a "C" in a numerical grading system is received; or

3. A “pass” is received in a “pass/fail” grading system.
- (e) If other sources of tuition reimbursement are provided (i.e., grants, scholarships, etc.), reimbursement by the Village will only be provided for the remaining balance and subject to the previous conditions of this Article.
- (f) Once an officer is approved for any reimbursement for tuition, the officer will no longer receive a college incentive benefit.

3.11. Leaves of Absence

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

- (a) **Military Leave.** The Village will comply with all applicable Federal and State laws regarding the rights afforded to employees on military leave. These policies governing military leave are incorporated in the Village of Wheeling Personnel Policy Manual.
- (b) **Jury Duty.** An employee may be granted a leave of absence when called to duty for a maximum of three (3) calendar weeks per year. Employees receiving pay for jury duty may keep said jury pay, provided that the employee must provide a copy of the check to the Finance Department.
- (c) **Death in the Family.** Absence with pay not to exceed three (3) work days will be granted to an employee for the death of a husband, wife, children, children’s spouses, mother or father. Absence with pay not to exceed two (2) work days will be granted to an employee for the death of his sister, brother, sister or brother-in-law, mother or father-in-law, grandparents, or grandchildren of either employee or spouse. Employees who wish to attend a funeral for other than the persons mentioned above may take vacation leave for this purpose.

Notwithstanding the preceding paragraph, an employee who is otherwise eligible to take leave under the federal Family and Medical Leave Act (FMLA), may utilize up to two weeks of unpaid family bereavement leave to:

1. attend the funeral or an alternative to the funeral of a family member covered by the Illinois Family Bereavement Leave Act (*i.e.*, employee’s child, stepchild, spouse, domestic partner (as defined in Illinois P.A. 102-1050), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent);
2. make arrangements necessitated by the death of the covered family member as defined in this section;
3. grieve the death of the covered family member as defined in this section; or
4. be absent from work due to a miscarriage, an unsuccessful round of intrauterine insemination or assisted reproductive technology procedure, a failed adoption match or an adoption that is not finalized because it is

contested by another party, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth.

The employee must complete the unpaid bereavement leave described above within sixty (60) days of receiving notice of the death of the covered family member as defined in this section, or the date on which an event listed under item #4 immediately above occurs. Where reasonable and practicable, the employee must provide at least forty-eight (48) hours' notice of intention to take such bereavement leave.

In the event of the death of more than one covered family member as defined in this section in a twelve (12) month period, an employee is entitled to up to a total of 6 weeks of unpaid bereavement leave during the twelve (12) month period.

Family Bereavement Leave shall count against the employee's leave available under the FMLA.

Employees may substitute paid time off for unpaid leave available under the Family Bereavement Leave Act.

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

- (d) Paid Administrative Sick Leave. A full-time employee who has been employed by the Village for four (4) or more continuous years, who is unable to perform the duties of his position due to an injury or illness is eligible for paid administrative sick leave in accordance with the following procedures:
1. Prior to being placed on administrative sick leave, an employee shall utilize all sick leave, accumulated holiday time, vacation time, and all vacation accrued for use during the next contract year.
 2. An employee unable to assume the duties of his position by the expiration of all such sick leave, holiday, and vacation time, as set forth above, but who is deemed to be rehabilitative within one (1) year from the date of the first day of absence, shall provide a doctor's certificate of such inability to the Personnel Director.
 3. Upon the tendering of such certificate, the employee may be placed in an unpaid leave of absence status for a period of thirty (30) days.
 4. If, after the thirty (30) day period, the Personnel Director determines the employee is still unable to perform the duties of his position, the employee will be placed on paid administrative sick leave. The Village may, at its option, require a certificate verifying the inability of the employee to perform his duties from the employee's physician, the Village physician, or both.

5. The Personnel Director may waive the thirty (30) day unpaid leave of absence if, in his opinion, the employee's inability to perform the duties of his position will continue in excess of thirty (30) days following the use of all sick time, holiday time, and vacation time. An employee placed on paid administrative sick leave shall receive his full salary, including payment for the thirty (30) day unpaid leave of absence, for a period of time of up to two (2) calendar months (347 hours).
6. If the injury or illness extends into a new contract year, the paid administrative sick leave shall be interrupted and any vacation which has been accrued because of a six (6), twelve (12), or eighteen (18) year anniversary shall be utilized after which the balance of paid administrative sick leave shall continue, if necessary.
7. No sick leave, holiday or vacation time will be accrued while an employee is in the status of paid administrative sick leave due to an off the job injury or illness.
8. Paid administrative sick leave shall be cumulative and all employees shall be entitled to a maximum of two (2) months (347 hours) paid administrative sick leave under these provisions during his employment with the Village of Wheeling.

3.12. Unpaid Leave

- (a) Requests for leaves of absence without pay up to thirty (30) days may be approved by the Personnel Director. Such requests shall be in writing, and contain the reason for the leave. Written requests for extensions up to thirty (30) days may be approved by the Chief of Police and Personnel Director. Employees called to active military service for an extended length of time will be placed on a military leave without pay. All rights and seniority will be preserved during the time they are on leave of absence for this purpose.
- (b) The employee may retain membership in the Village's plans for health insurance and life insurance for the duration of an approved leave of absence without pay, with the approval of the Personnel Director. The employee is responsible for paying the full cost of those benefits, including the portion normally paid by the Village. It is the employee's responsibility to arrange with the Finance Department to pay for any benefits which the employee wishes to continue while on leave of absence.
- (c) Vacation and sick leave will not be accrued during unpaid leaves of absence. Seniority calculations will not include any unpaid leaves of absence. The period of any unpaid leaves of absence will be deducted from an employee's seniority for the purpose of computing vacation, longevity and pensions. Employees will not be paid for holidays during that period.

3.13. Family Medical Leave Act (FMLA)

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

3.14. Disability Leave

All employees who are determined to be temporarily disabled by the Illinois Municipal Retirement Fund (I.M.R.F.) shall be considered to be on an unpaid leave during the period of time of the disability.

An employee placed on permanent disability by I.M.R.F. shall be considered terminated from his position in the Village and shall receive all unused vacation and holiday payout, if applicable. Such employee shall be eligible for conversion privileges under the Village's health insurance.

3.15. Workers' Compensation

All employees who are injured in the performance of the duties are entitled to benefits under the Workers' Compensation Act, 820 ILCS 305/1. All employees shall be required to comply with the procedural guidelines as set forth in the Rules and Regulations, general orders, Special Orders, Policies and Procedures of the Wheeling Police Department and the Personnel Policy Manual of the Village of Wheeling with respect to on-the-job injuries.

3.16. Off-the-Job Injury or Illness

An employee who is unable to perform the duties of his position due to a non-service connected injury or a major illness shall use all accumulated holiday time, vacation time, additional vacation time which has been accrued during that contract year, and any extra vacation which will be accrued during that contract year because of a six (6), twelve (12), or eighteen (18) year anniversary. An employee who continues to be unable to assume the duties of his position after utilizing all sick leave, holiday and vacation time as provided above, shall provide a doctor's certificate of such inability to the Personnel Director and shall be considered for either disability benefits or paid administrative sick leave. See paragraph 3.11(d).

3.17. Court Appearances

- (a) Job Related. Employees required to appear in court for job related purposes shall be considered on duty with the Village and shall receive compensation in salary and benefits equal to that associated with the employee's regular duty. Mileage and meal expenses will be reimbursable based on the travel policy established by

the Village as contained in Appendix H. Any monies received for court appearances or subpoena fees will be forwarded to the Director of Finance for payment into the general fund of the Village of Wheeling. Under no circumstances may an employee keep subpoena or court appearance fees.

- (b) Non Job Related. Employees subpoenaed to court for personal affairs or for civil lawsuits unrelated to employment with the Village shall not be compensated in any manner for the time spent in court.

3.18. Section 125 Plan

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

3.19. Wellness Program.

Employees 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.

ARTICLE IV RETIREMENT

4.1. General Provisions

- (a) An employee shall be deemed to be retired when that individual has attained the minimum retirement age to receive pension payments from the applicable pension fund and is already receiving a pension annuity from that fund.
- (b) Employees who are retiring shall give not less than fourteen (14) days written notice prior to retirement.

4.2. Health Insurance Coverage

- (a) All employees employed on or before August 15, 1981, having eight (8) or more years of continuous service with the Village immediately prior to their separation in good standing shall, upon retirement, continue to receive the same health insurance coverage for themselves and their legitimate dependents as is provided for current employees, provided the employees pay all premiums for dependent coverage. In order to receive the above-mentioned coverage, an employee who separates from Village employment prior to retirement must continue health insurance coverage with the Village, at his own expense, until the date of his retirement.
- (b) All employees employed after August 15, 1981, having eight (8) or more years of continuous service, shall be eligible for health insurance benefits upon retirement in good standing, provided the employee pays all policy premiums.

(c) Sick Leave Deferred Payment Account (SLDPA).

All employees who were employed as of May 1, 2016 and remain employed may be allowed to utilize the Sick Leave Deferred Payment Account benefit at retirement if eligible in accordance with the provisions set forth herein.

Employees currently employed as of September 20, 1999 and individuals employed after the date of this provision may, if eligible, utilize the Sick Leave Deferred Payment Account (SLDPA) benefit, as provided herein.

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

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

- a. have retired in good standing; and
- b. have at least twenty (20) years of continuous service with the village immediately prior to retirement; have at least ten (10) years of continuous service with the village immediately prior to retirement and have attained the age of sixty (60) by the date of retirement; and
- c. have been continuously covered for at least twelve (12) months immediately prior to retirement under the Village medical insurance plan and in full compliance with all plan provisions; and
- d. have at least 675 hours of accrued but unused sick time.

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

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

The SLDPA shall be calculated by using the employee's final hourly wage multiplied by the number of accrued but unused sick time hours in excess of 675 sick time hours accrued but unused. The maximum number of hours of accrued

but unused sick time hours which may be used within the SLDPA is 536 hours. All hours within SLDPA shall be added to the employee's VEMA account.

For example, an eligible employee with 1000 hours of accrued but unused sick time may use 325 hours within the SLDPA. (1000 hours minus 675 minimum hours = 325 hours). An eligible employee with 1500 hours of accrued but unused sick time may use 536 hours within the SLDPA. (1500 hours minus 675 minimum hours = 835 hours; however, the maximum number of hours which may be used is 536).

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

4.3. Life Insurance

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

ARTICLE V EMPLOYMENT

5.1. Employment

The Personnel Director is responsible for the recruitment and selection of all records clerks, and CSOs of the Village of Wheeling. This responsibility may be delegated by the Personnel Director to the Personnel Officer. Employment shall be in accordance with the provisions of the Personnel Policy Manual.

5.2. Separation

An employee's termination date for all purposes will be the last day actually worked. Any accrued vacation leave will be paid in the employee's final pay check or in a supplemental paycheck at a later date. An employee may be separated from the service of the Village of Wheeling by any one (1) of six (6) different methods as described below:

- (a) **Voluntary Resignation.** Employees who voluntarily leave the Village service shall give advance written notice of not less than fourteen (14) calendar days. Accrued vacation time, sick time or paid leave shall not be used during this advance notice period. Failure to comply with this rule shall be entered on the service record of the employee and shall result in the forfeiture of all vacation pay and a denial of re-employment rights. The Chief of Police, with the approval of the Personnel Director, may waive this requirement if, in his judgment, exceptional circumstances warrant such exemption. No demand or request of an employee by any person in authority to sign an undated resignation shall be allowed. Employees who provide the appropriate advance notice of termination of employment shall be entitled to accrued benefits.
- (b) **Involuntary Resignation.** An employee who, without valid reason, fails to report to work for three (3) consecutive work days without notifying his superior shall be separated from payroll and reported as an involuntary resignation. Said employee shall forfeit all accrued benefits.
- (c) **Layoff (Furlough, Reduction in Force).** A layoff may occur as a result of the elimination of services, change of work methods, or the reduction in number of personnel. Principles of merit, skill, and seniority shall be utilized in determining the order in which employees shall be laid off. Where merit and skill are equal, seniority shall be used to determine the order in which employees shall be laid off.

If an employee is scheduled to be laid off, he may be offered a demotion to a lower classification if a vacancy exists and he is qualified to fill the position in the lower classification. Prior to a reduction in force, the names and class titles of any and all regular employees scheduled for layoff shall be submitted to the Personnel Director for review. Employees to be laid off shall be notified in writing at least fourteen (14) calendar days prior to the effective date of the layoff.

- (d) **Disability.** The Village may direct any employee to be examined by a physician employed by the Village. The Village will comply with the requirements of the Americans with Disabilities Act (ADA), as may be amended from time to time, in the event it is determined that the employee has a disability under the ADA.
- (e) **Loss of Acceptable Position Requirements.** Any employee who is unable to adequately perform the duties and responsibilities of his position because of loss of a necessary license or other requirement for such position shall be separated through the layoff procedure. Upon re-certification or re-licensing, the employee shall have the right to be rehired to fill the next available vacancy in that classification. An employee who loses a necessary license or other requirement for his position may be offered a demotion to a lower classification if a vacancy exists and he is qualified to fill the position in the lower classification.
- (f) **Discharge.** Employees possess no right to continued employment with the Village of Wheeling, the relationship being deemed as employment-at-will, and may be discharged with or without cause at the discretion of the Personnel

Director, except that the discharge may not be arbitrary or capricious. The Personnel Director's determination to discharge an employee shall be final and conclusive and not subject to review.

Although an employee is not entitled to a hearing or review in connection with his discharge, the Personnel Director shall, at the written request of the employee, provide the employee a written statement setting forth the reason(s) for discharge. Unless specifically authorized in writing by the employee, such written statement shall not be disclosed by the Village.

5.3. Re-employment

- (a) An employee who has been laid off, who has been on a permanent leave of absence, or whose position has been allocated to another classification, shall be placed on a re-employment list for the first available assignment to a position in the classification and department in which he was assigned prior to being placed on the re-employment list.
- (b) An employee whose name appears on a re-employment list may be re-employed to any vacant position for which he is qualified.
- (c) Names shall be removed from the re-employment list when:
 - 1. The employee is appointed from the re-employment list;
 - 2. The employee waives an offer of re-employment;
 - 3. The employee's name has remained on the re-employment list for twelve (12) months; or
 - 4. The employee has been reinstated in accordance with the rules on reinstatement.

ARTICLE VI PERFORMANCE EVALUATIONS

6.1. Objective

- (a) A formalized program for evaluating the work performance of all employees in the Village's service shall be maintained. The Personnel Director, in cooperation with the Police Chief, will administer a system of rating employees' performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties, and other characteristics which measure the value of the employee.
- (b) The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the Village. The job performance evaluation will be

discussed with the employee involved. The employee will have the space provided and the right to comment on the rating. The employee as well as all individuals involved in the rating process will be required to sign and date the form. A copy will be forwarded to the employee.

- (c) Performance evaluation may also be used in determining dismissal; as a basis for salary increases or decreases; as a factor in determining order of layoff; as a basis for training, promotions and demotions, and transfers.

6.2. Procedure

- (a) The Police Chief or his designees shall prepare on forms prescribed by the Police Department, records of the performance of each employee. Job performance evaluations shall be conducted prior to the anniversary date of the employee. In the event an employee's performance evaluation is completed after the corresponding anniversary date, the Village may grant the employee a merit pay adjustment retroactive to the corresponding anniversary date.
- (b) The Personnel Director may make exceptions to the performance evaluation procedure where appropriate.

ARTICLE VII DISCIPLINE

7.1. General Provisions

Disciplinary action shall be imposed by the Chief of Police or by the Personnel Director, as appropriate, under the particular circumstances presented, in the sole judgment and determination of the disciplining authority, unless such action is arbitrary or capricious. Disciplinary action imposed by the Chief of Police may be grieved through procedures set forth in the Grievance/Arbitration Article of this Agreement. An employee is not entitled to a hearing or review in connection with discipline imposed by the Personnel Director. The Personnel Director shall, however, at the written request of the employee, provide the employee with a written statement setting forth the reason(s) for the discipline.

7.2. Types of Discipline

The following forms of disciplinary action, without limitation, may be imposed on or against employees:

- (a) By the Chief of Police:
 - 1. Reprimand, verbal or written;
 - 2. Suspension for three (3) working days or less, without pay, subject to the approval of the Personnel Director.
- (b) By the Personnel Director:

1. Reprimand, verbal or written;
2. Demotion;
3. Suspension without pay, not to exceed sixty (60) working days;
4. Discharge;
5. Involuntary resignation, for failure to report to work for three (3) consecutive days without authorized leave.

7.3. Union Representation

The Village recognizes that the Union shall have the right to represent employees to the extent required by law.

ARTICLE VIII GRIEVANCES

8.1. Definition.

The term "grievance," as used herein, means a claim by an employee or group of employees that the Village has violated a specific provision of this Agreement.

8.2. Procedure.

Grievances shall be settled in accordance with the following procedure:

- (a) Pre-grievance interview – Immediate Supervisor: Employee shall request a pre-grievance interview with his immediate supervisor within ten (10) calendar days of the incident at which time the situation will be discussed for the purpose of determining whether a successful resolution is possible before a grievance is filed.
- (b) Step 1 – Chief of Police: In the event that the issue cannot be resolved by the immediate supervisor, within seven (7) calendar days of the pre-grievance interview, the employee shall put the grievance in writing and submit it to the Chief of Police. The Chief of Police shall meet with the supervisor and employee within seven (7) calendar days of receipt of the written grievance at Step 1, and shall issue a written decision within seven (7) calendar days of the Step 1 grievance meeting.
- (c) Step 2 – Village Manager: The employee may appeal the decision of the Chief of Police to the Village Manager within seven (7) calendar days from receipt of the Step 1 response. The Village Manager, or his designee, will promptly schedule a meeting with the employee and/or his representative and give a written answer within seven (7) calendar days following the meeting.
- (d) Step 3 - Arbitration: If the grievance is not settled in accordance with the foregoing procedures, the member may appeal the grievance to binding

arbitration, in writing, within seven (7) calendar days of receipt of the Step 2 response. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators from Illinois or Wisconsin. Either side can reserve one panel. Absent rejection, the parties shall alternately strike three (3) names each, with the Union striking first, until one (1) name alone remains. The person whose name remains shall be the arbitrator.

The arbitrator shall be notified of his selection by a joint letter from the Village and the Union requesting dates for hearing, subject to the availability of the Village and the Union. 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 specific issue submitted to him, and his recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

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

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

ARTICLE IX DUES, CREDIT UNION, DEDUCTIONS

9.1. Dues Deduction

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

9.2. Credit Union Deduction

Upon receipt of a signed authorization from an employee on the form set forth by the Village of Wheeling and attached to this Agreement, the Village will deduct an amount of money each pay period as determined by the signed authorization on file with the

Village Finance Department and will remit said monies promptly to the Financial Officer of the Village approved credit union.

9.3. Indemnification

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

**ARTICLE X
SOLICITATION POLICY**

10.1. No Solicitation Provisions

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

10.2. Use of Bulletin Boards

The posting of non work related materials or literature on Village of Wheeling bulletin boards used for Village of Wheeling business is prohibited. The Village shall provide an area to the Union where the Union may locate a bulletin board of not more than twelve (12) square feet for the posting of Union information.

10.3. Working Time, Definition

"Working time" for purposes of this Article does not include break time, lunch periods, or other periods where employees are not required to be performing their job functions. "Working time" does include the times when employees are required to be engaged in

work tasks and covers both the employee engaged in solicitation or distribution of literature and the employee to whom the solicitation or distribution is directed.

ARTICLE XI USE OF PUBLIC PROPERTY

11.1. Vehicles, Equipment, Materials or Property

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

11.2. Telephone

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

ARTICLE XII ETHICS CODE

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

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1. Discrimination

In accordance with applicable legislation, neither the Village nor the Union shall discriminate against any employee in a manner prohibited by law because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, handicap or disability, military status, unfavorable discharge from military service, or any other characteristic that is currently protected by applicable law. All employees are required to report to the Personnel Director via the chain of command, in writing, any knowledge of such discrimination. All evidence of such discrimination brought to the attention of the Personnel Director will result in an immediate investigation.

13.2. Lunch Periods

Records Clerks. Records clerks will be allowed one (1) unpaid thirty (30) minute lunch break per scheduled shift.

Records personnel will be limited to taking cigarette breaks during their lunch break or in lieu of the one thirty (30) minute lunch break, or any combination of breaks not to exceed thirty (30) minutes.

Any additional breaks taken must be approved by the appropriate supervisor. An attendance report must be submitted designating whether Vacation or Comp time is being utilized for any additional break. One (1) attendance report may be submitted for additional breaks taken in one (1) shift.

Community Service Officer. CSOs will be allowed one thirty (30) minute lunch break per scheduled shift. Scheduling of lunch and breaks shall be in accordance with the Rules and Regulations of the Police Department.

13.3. Recitals

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

13.4. Savings Clause

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

13.5. Gender

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

13.6. Savings for Post-Retirement Medical Costs/VEMA

- (a) The Village shall cooperate with the Union to establish a VEMA Account Plan through the auspices of IPPFA. The Village will pay any start-up fees up to a total of \$1,250. Thereafter, participating employees or the Union will pay any remaining costs.
- (b) The Village agrees to make pre-tax payroll deductions for participants, as provided for in the Plan. The Village will permit variation in deductions between employees and over time for the same employees only as permitted in the then current Plan and by law.
- (c) Employees shall contribute unused sick days to VEMA in accordance with VEMA rules and subject to the following limitations: employees with at least 500 hours of accrued sick leave may contribute 1 sick day; employees with at least 750 hours of accrued sick leave may contribute 2 sick days and employees with at least 1,000 hours of accrued sick leave may contribute 3 sick days. The level of accrued sick leave will be determined as of May 1 for contributions in that contract year. The amount contributed will be 100% of the pay the employee would receive for the sick day the year it is contributed.
- (d) Any sick days contributed to the VEMA plan will not count as banked hours for purposes of the SLDPA or any other purpose.

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

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

VILLAGE OF WHEELING

By: *Patrick Haraway*

Attest: *PATRICK HARAWAY VILLAGE President*

Date: *MARCH 17, 2025*



MAP Chapter #786

By: *K. L. S.*
MAP President

Date: *03/07/2025*

ATTEST:

By: _____
Union Representative

MEMORANDUM OF UNDERSTANDING

Between the Village of Wheeling and the Metropolitan Alliance of Police, Chapter 786

Re: Sick Leave Usage for Paternity

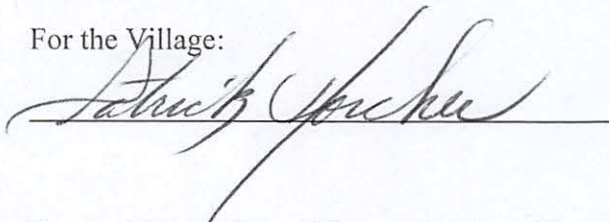
With the understanding that sick leave, when used for the illness or injury of a family member as defined in the Collective Bargaining Agreement, is intended for those instances when the illness or injury is of such severity that the employee is needed to remain home to care for the ill or injured family member, the Village of Wheeling (Village) and the Metropolitan Alliance of Police, Chapter 786 hereby agree to establish the following policy concerning the use of sick leave for the fathers of newborn babies:

- Up to three (3) sick days (24 hours) of an employee's available sick leave may be used, except that the use of such days is limited to scheduled time occurring within the 72 hour period counting from the day after the child is born.
- Employees who wish to remain home beyond the exhaustion of those initial sick leave hours, may do so through the use of other available leave (e.g. holiday, vacation, compensatory time, unpaid time) subject to applicable limits set forth under the federal Family and Medical Leave Act (FMLA).
- Use of sick leave beyond that provided in this policy will only be considered in instances where the mother or the child require extraordinary care due to documented complications or an otherwise serious health condition not present or common as a result of a normal childbirth. Such documentation of the condition will be through the submission of additional FMLA paperwork in accordance with the Village's FMLA policy.

As is currently the practice, all such leave time runs concurrent with the FMLA. As a reminder, the FMLA states that approval of leave under the FMLA may be denied if, where the leave is foreseeable, the employee does not provide the Department and the Village at least 30 days' notice of his intent to take leave.

AGREED:

For the Village:



3/17/2025

Date

For the Metropolitan Alliance of Police, Chapter 786:



03/07/2025

Date



SIDE LETTER OF AGREEMENT

The Village of Wheeling and the Metropolitan Alliance of Police Union, Chapter 786 enter into this agreement, which shall apply to all active employees and retired bargaining unit members, having retired in good standing, employed on or before August 15, 1981.

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

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

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

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

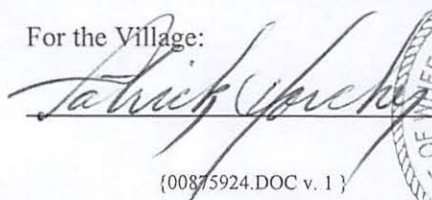
In addition, if the retiree is required to pay a portion of the Village's group health program premium for his or her own coverage, the retiree's share of the premium shall be based on the rate paid by active employees for Single coverage if he or she is not Medicare eligible, or the Medicare Single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

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

This agreement shall become effective upon its execution.

Agreed to this 17th day of MARCH, 2025

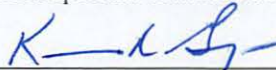
For the Village:



{00875924.DOC v. 1 }



For the Metropolitan Alliance of Police



SIDE LETTER ILLUSTRATION OF HEALTH COSTS

COVERAGE	2004-2005 RATES*
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HMO – All Employees

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

PPO – PW Union & Non Union Employees

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

PPO – Police Union

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

PPO – Fire Union

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

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

ILLUSTRATION OF PLAN OPTIONS

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

OPTION #1:

PPO & HMO PLANS

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

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

OPTION #2:

PPO PLAN

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

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

HMO PLAN

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

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

SIDE LETTER OF AGREEMENT

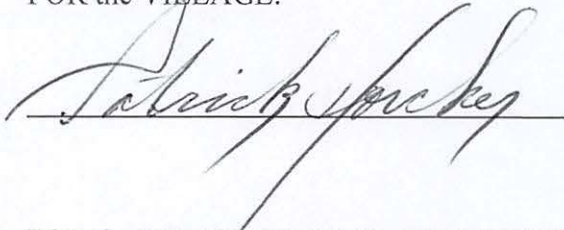
Retired employees who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

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

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

Agreed to this 17th day of MARCH, 2025

FOR the VILLAGE:





FOR the METROPOLITAN ALLIANCE OF POLICE, Chapter 786



APPENDIX A

WAGE COMPENSATION - RECORDS CLERK

The following base salary shall be in effect for records clerks for the period from the effective date of this agreement:

SALARY SCHEDULE - RECORDS CLERK						
Base Salary in Effect May 1, 2025						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$57,380	\$60,398	\$63,579	\$66,751	\$70,098	\$73,598	\$77,176
Base Salary in Effect May 1, 2026						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$59,102	\$62,210	\$65,486	\$68,754	\$72,201	\$75,806	\$79,491
Base Salary in Effect May 1, 2027						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$61,022	\$64,232	\$67,614	\$70,988	\$74,547	\$78,269	\$82,075

APPENDIX B

WAGE COMPENSATION COMMUNITY SERVICE OFFICER

The following base salary schedule shall be in effect for community service officers from the effective date of this contract:

SALARY SCHEDULE - COMMUNITY SERVICE OFFICER							
Base Salary in Effect May 1, 2025							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$58,321	\$61,390	\$64,620	\$67,857	\$71,250	\$74,809	\$78,549	\$82,477
Base Salary in Effect May 1, 2026							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$60,070	\$63,232	\$66,559	\$69,893	\$73,388	\$77,053	\$80,905	\$84,952
Base Salary in Effect May 1, 2027							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$62,023	\$65,287	\$68,722	\$72,165	\$75,773	\$79,557	\$83,535	\$87,712

APPENDIX C

WAGE COMPENSATION - PROPERTY EVIDENCE OFFICER AND CSO-INFO TECHNICIAN

The following base salary schedule shall be in effect for Property Evidence Officer and CSO -Info Tech from the effective date of this contract:

SALARY SCHEDULE - EVIDENCE/PROPERTY CONTROL OFFICER AND CSO-INFO TECHNICIAN								
Base Salary in Effect May 1, 2025								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$70,205	\$74,583	\$79,235	\$83,903	\$88,833	\$94,047	\$98,973	\$105,423	\$111,547
Base Salary in Effect May 1, 2026								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$72,311	\$76,821	\$81,612	\$86,420	\$91,498	\$96,869	\$101,942	\$108,585	\$114,893
Base Salary in Effect May 1, 2027								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$74,661	\$79,318	\$84,264	\$89,228	\$94,472	\$100,017	\$105,255	\$112,114	\$118,627

APPENDIX D

SCHEDULE OF BENEFITS

Major Medical Coverage

Maximum Lifetime Benefit

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits 45*

- inpatient, number of days 10*

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

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

Maximum Annual Benefit

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits 25*

Maximum Annual Out-of-Pocket Expense

- Individual \$1,500

- Family \$3,000

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

Benefit Period Calendar Year

Deductible

Effective 1/1/2020

- Individual \$650

- Family \$1300

- Accumulation Period 12 months

PPO Office Visit Co-pay of \$20 per visit effective July 1, 2025.

SCHEDULE OF BENEFITS

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

Prescription Drug Program

Prescription Drug Co-Pay

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

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

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

Newborns and Mothers Health Protection Act

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

Covered Expenses

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

Extended Care Facility Expenses

- maximum number of days 60*

Hospice Care Expenses

- maximum number of days 26*

All Other Covered Expenses Reasonable and customary charge

Family Wellness Care

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

Well Child Care

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

Vision Care

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

Advanced Procedures (Transplants)

Procedures done at an Advanced Procedures DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses 90%

Procedures done at a NON-DESIGNATED facility

Advanced Procedure Deductible

- per transplant regular plan deductible applies

Advanced Procedure Benefit Percentage same as any other surgery

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

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

EMPLOYEE RIGHTS AND RESPONSIBILITIES ^{AI} UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, obtaining certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

Benefits and Protections

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

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

Eligibility Requirements

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

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

Definition of Serious Health Condition

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

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.100(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-489-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



EEOC Publication 1607-Demand Policy 2013



Metropolitan Alliance of Police

235 Remington Boulevard, Suite B • Bolingbrook, IL 60440

Phone: 630/759-4925 • Fax: 630/759-1902

E-mail: mapoffice@mapunion.org • www.mapunion.org

APPENDIX F

CHECK OFF DUES AUTHORIZATION

PLEASE RETURN TO MAP

Keith R. George
President

John Holiday
Vice President

John P. Ward
Secretary

Richard Tracy
Treasurer

Raymond Violetto
Board Director

Mark Wolenberg
Board Director

Michael Martin
Board Director

Derek T. Hawkins
Board Director

Jessica Murillo
Board Director

CHIEF COUNSEL
Joseph Mazzone

Mark McQueary
*Director of Legal
Legislative Affairs*

STAFF COUNSEL
John Gaw
Raymond Garza

CO-COUNSEL
Richard Reimer
Steven Calcaterra

GENERAL COUNSEL
Ronald Cicinelli
Jerry Marzullo
Gary Deutsche
Michael Butler

ANALYST
Alfred Molinaro

CHAPLAIN
Tammy Roach

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #786, Wheeling Police non-sworn, hereby authorize and direct my employer, the Village of Wheeling, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$38, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____
(Please print) (FIRST) (LAST)

DOH: _____ Rank: _____ DOB: _____

Address: _____ City: _____
(Home)

State: _____ Zip: _____ Phone: _____
(Cell)

E-mail: _____
(Personal)

Member's signature: _____ Date: _____

Chapter 2.06 CODE OF ETHICS*

Sections:

- 2.06.010 Declaration of ethics policy.**
 - 2.06.020 Definitions.**
 - 2.06.030 Persons affected.**
 - 2.06.040 Fair and equal treatment.**
 - 2.06.050 Conflict of interest in contracts.**
 - 2.06.060 Prerequisite of interest.**
 - 2.06.070 Appearances for private interests.**
 - 2.06.080 Nondisclosure of confidential information.**
 - 2.06.090 Incompatible service.**
 - 2.06.100 Solicitation of employment.**
 - 2.06.110 Later case interest.**
 - 2.06.120 Common law conflict of interest—Action required.**
 - 2.06.130 Adoption of the State Gift Ban Act.**
 - 2.06.140 Political activity.**
 - 2.06.150 Filing of complaints—Investigation thereof.**
 - 2.06.155 Action by village attorney.**
 - 2.06.160 Action by village manager.**
 - 2.06.170 Complaints.**
 - 2.06.180 Penalties.**
 - 2.06.190 Applicability of other laws.**
- * Prior ordinance history: Ords. 1354, 1472, 1698 and 3441.

2.06.010 Declaration of ethics policy.

It is the policy of the village that its employees and elected and appointed officers shall, in all cases, exercise their judgment and perform their duties for the sole benefit of its citizens. Therefore, all such persons shall avoid accepting or retaining any economic benefits or opportunities which could impair or present an actual threat to the exercise of independent judgment. It is the responsibility of all such persons to maintain the highest standards of ethical behavior by acting with steadfast integrity, unconditional impartiality and a total devotion to the best interests of the village's citizens. Furthermore, all such persons shall endeavor to avoid even the appearance of impropriety.
(Ord. 3722 § A, 2003)

2.06.020 Definitions.

Unless the contrary is stated, or clearly appears from the context, when used in this Chapter, the following words and phrases shall have the meanings indicated:

- (1) "Business entity" means any organization or enterprise operated for profit, including, but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.
- (2) "Gift" means anything of economic value, tangible or intangible, regardless of the form, without adequate and lawful consideration. The term Gift shall include any gratuity, discount, entertainment, hospitality, loan, or forbearance having monetary value.
- (3) "Immediate family" means an individual's spouse, dependent children, others if the interest herein required to be disclosed is constructively controlled by the person required to file a statement of economic interest pursuant to state statutes.
- (4) "Income" means salary, wage, advance, payment, fee, honorarium or any other consideration for personal, professional, or commercial services, rent, dividends, interest, capital gains received from the sale of real or personal property, stocks or bonds, return of capital, forgiveness or payment of indebtedness, discount in the price of anything of value unless the

discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, contribution to an insurance or pension program paid by any person other than an employer. Income also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns directly, indirectly or beneficially, a five percent or greater interest.

(5) "Interest in real property" means and includes, but is not limited to the following: legal or equitable Title, a beneficial interest in any trust (including a land trust), any assignment of any interest from a beneficiary or any other party of an interest, a power to direct conveyance, a right to receive rents or proceeds from the property, a lien, a tax sale certificate, an option, or any other financial interest, real or personal, direct, or indirect, in such property, including status as a nominee or an undisclosed principal.

(6) "Payment" means consideration, distribution, transfer, loan, advance deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.

(7) "Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business, trust company, corporation, association, committee, and any other organization or group of persons acting in concert.

(8) "Public official" means any person holding an office of the village by election or appointment, whether paid or unpaid, including members of any board, committee, or commission thereof. (Ord. 3722 § A, 2003)

2.06.030 Persons affected.

All of the provisions of this code, except as otherwise indicated, shall apply to elected and appointed officials of the village and to all employees of the village. (Ord. 3722 § A, 2003)

2.06.040 Fair and equal treatment.

(a) **Use of Public Property.** No public official shall request or permit the use of village-owned vehicles, equipment, materials, personnel, or property including intellectual property for personal convenience or profit or political purposes, except when such services are available to the public generally or are provided as village policy for the use of such official in the conduct of official business.

(b) **Obligations to Citizens.** No public official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is afforded to the public in general. (Ord. 3722 § A, 2003)

2.06.050 Conflict of interest in contracts.

No elected or appointed officer or employee of the village, whether paid or unpaid, shall have any interest directly or indirectly in any contract, work or business of the village, except as may be permitted under the de minimus exceptions set forth in the following state statutes: 50 ILCS 105/3, 105/3.1 and 105/3.2 and 65 ILCS 5/3.1-55-10. Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10, entitled "Interest in contracts") and Paragraph 105/3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3) are hereby specifically incorporated into this code as and for the village's conflict of interest in contracts provisions. (Ord. 3722 § A, 2003)

2.06.060 Preacquisition of interest.

No public official or employee shall acquire any interest in, or any interest affected by, any contract, transaction, zoning decision, or other matter at a time when such public official or employee believes or has reason to believe the interest will be directly or indirectly affected by an official act or action of the public official or employee. This provision shall not apply to any interest received through inheritance or under the laws of intestacy. (Ord. 3722 § A, 2003)

2.06.070 Appearances for private interests.

No public official or employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or minor children, before the village board, or any commission, or committee of the village. However, a member of the president and board of trustees may appear

before village commissions or committees on behalf of his constituents, in general, in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations. No public official or employee shall receive compensation for such appearances. (Ord. 3722 § A, 2003)

2.06.080 Nondisclosure of confidential information.

No public official or employee, with respect to any contract, transaction, zoning decision or other matter which is or may be the subject of an official act or action of the village, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the village or use such information to advance the financial or other private interest of the public official or employee or others. (Ord. 3722 § A, 2003)

2.06.090 Incompatible service.

No public official or employee shall solicit, engage in or accept private employment or render service for private interests when such employment or service is incompatible with the proper discharge of his official acts or actions or would tend to impair his independence of judgment in the performance of his official acts or actions. (Ord. 3722 § A, 2003)

2.06.100 Solicitation of employment.

No public official or employee shall solicit or accept income or employment from any person with which he or his board, commission, committee or department is involved for or on behalf of the village and which he is or may be called upon to take or render an official act or action in his official capacity. (Ord. 3722 § A, 2003)

2.06.110 Later case interest.

No public official or employee shall, after the termination of service or employment with the village, appear before any board, commission, committee or agency of the village in relation to any case, proceeding, application, transaction or contract in which he personally participated during the period of his service or employment or which was under his active consideration. (Ord. 3722 § A, 2003)

2.06.120 Common law conflict of interest--Action required.

A potential common law conflict of interest can arise whenever official action could result in a personal advantage or disadvantage to the interested official, even in circumstances which are not violative of the state conflict of interest statutes. Whenever an official has a common law conflict of interest, such official shall disqualify himself or herself from voting on the matter, shall not take any part, whatsoever, in the discussion of the matter and shall disclose publicly his or her interest which causes the common law conflict of interest. (Ord. 3722 § A, 2003)

2.06.130 State Officials and Employees Ethics Act.

A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the "Act" in this section) are hereby adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 ILCS 430/70-5.

B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.

C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.

D. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.

E. For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).

F. The penalties for violations of this section shall be the same as those penalties set forth in 5 ILCS 430/60-5 for similar violations of the Act.

G. This section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

H. Any amendment to the Act that becomes effective after the effective date of this section shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the village.

I. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this section shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the corporate authorities of the village if the Act is found unconstitutional by the Illinois Supreme Court.

J. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the village.

(Ord. 3868 § 1, 2004; Ord. 3722 § A, 2003)

2.06.140 Political activity.

(a) No public official or employee shall offer or promise to take any official act or action on behalf of any candidate or political party.

(b) No appointive public official or employee shall orally, by letter, or otherwise, by use of official authority or influence, solicit or be concerned in soliciting any assessment, subscription or contribution to any political party; nor shall he be a party to such solicitation by others.

(c) No public official or employee shall promise an appointment to any village position as a reward for any political activity.

(d) No public official or employee shall display, cause to be displayed or permit the display of campaign materials, pamphlets, or buttons on village vehicles or on village property.

(e) No public employee shall conduct any campaign or political activity while on duty or while wearing a uniform normally identified with the village.

(f) No public official or employee shall conduct any campaigning or political activity on village property.

(Ord. 3722 § A, 2003)

2.06.150 Filing of complaints--Investigation thereof.

The village clerk is authorized to receive and maintain a log of all complaints made against individuals subject to this Chapter. Complaints alleging a violation of the State Gift Ban Act provisions of Section 2.06.130 of this Chapter shall be filed with the state legislative ethics commission pursuant to Section 2.06.130(3) hereof. All complaints against elected or appointed village officials and the village manager alleging a violation of the conflict of interest provisions of this Chapter shall be submitted to the village attorney for investigation. All complaints against village employees, including department heads, alleging a violation of the conflict interest provisions of this Chapter shall be submitted to the village manager.

(Ord. 3722 § A, 2003)

2.06.155 Action by village attorney.

Upon review of the evidence, the village attorney shall prepare a written report and recommendation for the board of trustees. If the village attorney determines that the complaint is not sustained, he or she shall so state in the recommendation portion of his or her written report. On the other hand, if he or she determines that the complaint is sustained, the report shall include

recommendations for such administrative or legal action as deemed appropriate. The board shall then review the report and recommendations of the village attorney, and, by majority vote including the president, determine what action, if any, is to be taken in accordance with the provisions of this Chapter. If it is a member of the board of trustees who is accused, that member shall not participate in the vote. In the event no violation is found, the village attorney's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. To the extent that it is practical to do so, an elected official should use his or her best efforts to notify, in writing, other elected village officials prior to filing a complaint or charges against any village official.
(Ord. 3722 § A, 2003)

2.06.160 Action by village manager.

Upon review of the evidence, the village manager shall prepare a written report containing his or her findings and conclusions. If the village manager determines that the complaint is not sustained, he or she shall so state in the conclusions portion of his or her written report. On the other hand, if the village manager determines that the complaint is sustained, the report shall include his or her conclusions as to the appropriate disciplinary action to be taken against the employee. The village manager shall have the power to discharge, suspend without pay or demote any employee against whom the village manager sustains the complaint. Any such disciplinary action taken by the village manager pursuant hereto shall be in full compliance with the applicable provisions of the personnel policy manual of the village. In the event no violation is found, the village manager's log and complaint files shall not be open for public inspection, unless requested by the individual who was the subject of the complaint. However, the person making the complaint shall be notified in writing by the village manager of his or her decision.
(Ord. 3722 § A, 2003)

2.06.170 Complaints.

Any person who believes that a violation of any portion of this Chapter has occurred may file a complaint with the village clerk pursuant to Section 2.06.150. Each complaint shall be signed by the person filing the complaint and such signature shall constitute a certification that to the best of his or her knowledge, information and belief, the facts contained within the complaint are true. The provisions of this Chapter shall not alter the employment relationship of any employee nor provide any employee with additional rights.
(Ord. 3722 § A, 2003)

2.06.180 Penalties.

Any person subject to the provisions of this Chapter who violates any of its provisions shall be subject to the following sanctions and/or penalties:

- (1) The village board, after review of the village attorney's recommendation and conclusions, may take the appropriate corrective or disciplinary action against any person who is subject to the terms of this Chapter and who is found to have violated the provisions thereof.
- (2) In appropriate circumstances, the village board may direct that appropriate legal proceedings be commenced for the purpose of removal from office.
- (3) The village board may recommend a judicial proceeding to be brought, and if the person is found by a court of competent jurisdiction to be guilty of knowingly violating any of the provisions of this Chapter or furnishing false, misleading or incomplete information during the investigation with the intent to mislead, upon conviction thereof shall be punished by a fine of not more than one thousand dollars for any one offense.
- (4) If a court determines that a complaint filed pursuant to Section 2.06.170 was malicious or frivolous in nature, the court may assess against the complainant reasonable attorney's fees and other litigation costs reasonably incurred by the prevailing party.

(Ord. 3722 § A, 2003)

2.06.190 Applicability of other laws.

Nothing in this Chapter shall be deemed to in any way restrict the application of any state, local or common law provision with respect to conflict of interest, malfeasance, misfeasance or nonfeasance in office or employment which would otherwise be applicable to any individual

**subject to the provisions of this Chapter. The provisions of this Chapter shall be deemed to be additional requirements and shall in no way be construed as a derogation of present statutory penalties and other local remedies for acts prohibited in this Chapter.
(Ord. 3722 § A, 2003)**



TRAVEL POLICY

Revised 1/1/2010

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

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

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

1. Travel Authorization

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

2. Travel Arrangements

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

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

3. Air Travel

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

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

All air travel at Village expense must be by coach.

4. Ground Transportation

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

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

a. Village Owned Vehicles

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

b. Taxi and Airport Transportation

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

c. Rental Passenger Automobiles

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

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

d. Personal Vehicles

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

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

5. Meals

Travel Requiring An Overnight Stay:

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

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

Attendance at Seminars or Conferences Not Requiring an Overnight Stay:

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

6. Hotels

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

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

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

7. Telephone Calls (personal and work related)

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

8. Accompaniment by an Immediate Family Member

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

9. Combined Business/Personal Travel

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

10. Non-Allowable Expenses

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

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

7) Membership fees in airline clubs.

8) Alcohol or drugs of any kind.

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

11. Approved Forms of Payment

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

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

12. Advances

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

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

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

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

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

13. Expense Reporting

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

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