

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

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

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THIS AGREEMENT is made this 23<sup>rd</sup> day of may, 2016, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the Combined Counties Police Association, Wheeling Chapter (hereinafter referred to as the "Association").

WITNESSETH:

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

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

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

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

**ARTICLE I  
GENERAL TERMS**

**1.1 Recognition**

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

**1.2 Scope of Agreement**

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

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

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

### **1.3 Rights of Management**

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

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

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

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

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

#### **1.4 Agreement**

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

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

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

## ARTICLE II DIRECT COMPENSATION

### 2.1 Wage Compensation

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

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

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

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

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

## **2.2 Tour of Duty**

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

### **EXAMPLE**

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

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



## **2.2 A. Shift Assignments**

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

## **2.2 B. Work By/Work For - Duty Trade**

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

### **2.3 Pay Periods**

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

### **2.4 Payroll Deductions**

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

### **2.5 Seniority**

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

### **2.6 Overtime and Additional Direct Compensation**

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

accordance with the applicable provisions regarding training or departmental meetings.

- (c) **Call-Back or Call-In:** An officer who has left the premises after working a regularly scheduled shift and is required to return to work shall receive compensation at the rate of one and one-half ( $1\frac{1}{2}$ ) times his regular straight time hourly rate per hour worked, computed to the nearest quarter ( $\frac{1}{4}$ ) hour. A guaranteed minimum of two (2) hours overtime shall be paid for call-back or call-in duty. In the event training or departmental meetings result in a call-back, an officer will be compensated in accordance with the applicable provisions regarding training or departmental meetings. Travel time for purposes of commuting to and from the Police Department for call-in or call-back shall not be considered hours worked.
- (d) **Off-Duty Court Appearances:** An officer who is required to appear in court for service related matters other than during a regularly scheduled shift shall receive compensation at the rate of one and one-half ( $1\frac{1}{2}$ ) times his regular straight time hourly rate per hour worked. A guaranteed minimum of two (2) hours shall be paid for the court appearance. An officer required to appear in court (under the provisions of this section) on a day after having worked the first shift (midnight) shall receive a minimum of three (3) hours. Hours worked shall include a reasonable period of travel time, as determined by the Police Chief, to and from a court location outside the Village of Wheeling, if and only if the officer reports to the Police Department prior to commuting to court.
- (e) **Telephonic Conferences:** An off-duty officer who responds to an official contact by telephone from the Police Department, which contact is authorized by a supervisor and who renders professional work regarding departmental business which requires the officer to apply special knowledge or talents, shall be compensated at one (1) hour of straight time pay unless the officer exceeds one hundred seventy-one (171) hours in a tour of duty. Any telephone conferences which occur after an officer has worked in excess of one hundred seventy-one (171) hours in a tour of duty shall be compensated at the rate of time and one-half. In the event an officer is required to return to work after receiving such call, compensation shall be paid in accordance with the provisions regarding call-back only.
- (f) **Assuming Supervisory Duties:** An officer assigned to the duties of a supervisor while on his scheduled shift will receive one and one-half ( $1\frac{1}{2}$ ) hours of additional pay per day at his regular straight time pay rate.
- (g) **Training:**
  - 1. **On Duty:**

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



2. Off Duty:

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

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

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

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

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

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

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

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

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

## **2.7 Pyramiding Prohibited**

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

## **2.8 Uniform Account System**

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

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

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

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

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

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

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

**ARTICLE III  
INDIRECT COMPENSATION**

**3.1 Holiday Time**

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

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

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

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

### **3.2 Scheduling of Holidays**

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

### 3.3 Vacation

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



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

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

### **3.4 Scheduling of Vacation**

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

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

### **3.5 Sick Leave**

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



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

### 3.6 Health Insurance

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

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

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

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

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

### **3.7 Life Insurance**

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

### **3.8 Pension and Disability Benefits**

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

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

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

### **3.9 Longevity**

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

### **3.10 College Incentive**

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

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

### **3.11 Tuition Reimbursement**

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

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

### **3.12 Paid Leave of Absence**

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

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

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

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

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

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

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

### **3.13 Unpaid Leave of Absence**

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

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

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

### **3.14 Family Medical Leave Act (FMLA)**

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



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

### **3.15 Court Appearances**

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

### **3.16 Worker's Compensation**

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

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

### **3.17 Off-the-Job Injury or Illness**

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

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

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

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

### **3.18 Additional Retirement Benefits**

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

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

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

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

(b) Life Insurance

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

(c) Sick Leave Deferred Payment Account (SLDPA)

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

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

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

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



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

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

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

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

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

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

### **3.19 Additional Disability Benefits**

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

#### **(a) Health Insurance Coverage**

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

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

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

(b) Life Insurance

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

**3.20 Section 125 Plan**

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

## **ARTICLE IV EMPLOYMENT, SUSPENSION, TERMINATION**

### **4.1 General Provisions**

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

### **4.2 Voluntary Resignation**

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

### **4.3 Reductions in Force**

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

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

### **4.4 Effects of Layoff**

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

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

#### **4.5 Union Representation**

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

#### **4.6 Discipline**

##### **(a) Due-Cause Meeting**

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

##### **(b) Predisciplinary Meeting**

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

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

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

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

##### **(c) Irrevocable Election of Disciplinary Procedure**

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

(d) Board of Fire and Police Commissioner Option

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

(e) Grievance and Arbitration Option

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

(f) Suspension Without Pay

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



## **ARTICLE V PERFORMANCE EVALUATIONS**

### **5.1 Objective**

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

### **5.2 Procedure**

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

## **ARTICLE VI GRIEVANCES**

### **6.1 Definition**

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

### **6.2 Procedure**

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

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

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

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

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

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

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



## **ARTICLE VII DUES AND CREDIT UNION DEDUCTION**

### **7.1 Dues Deduction**

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

### **7.2 Credit Union Deduction**

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

### **7.3 Fair Share**

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

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

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

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

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

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

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

#### **7.4 Indemnification**

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

### **ARTICLE VIII SOLICITATION POLICY**

#### **8.1 No Solicitation Provisions**

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

## **8.2 Use of Bulletin Boards**

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

## **8.3 Working Time - Definition**

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

# **ARTICLE IX WORK INTERRUPTION**

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

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

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

# **ARTICLE X USE OF PUBLIC PROPERTY**

## **10.1 Vehicles, Equipment, Materials or Property**

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

## **10.2 Telephone**

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

## **ARTICLE XI ETHICS CODE**

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

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

### **12.1 Discrimination**

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

### **12.2 Operational Area**

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

### **12.3 Secondary Employment**

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

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

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

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

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

#### **12.4 Lunch Period**

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

#### **12.5 Recitals**

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

#### **12.6 Savings Clause**

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

#### **12.7 Gender**

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



## **12.8 Board of Fire and Police Commissioners**

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

## **12.9 Duty Schedules**

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

## **12.10 Local Mandates**

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

## **12.11 Residency**

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

## **12.12 Savings for Post-Retirement Medical Costs/VEMA**

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



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

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

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

VILLAGE OF WHEELING

By: [Signature]

Date: May 23, 2016

ATTEST: [Signature]



COMBINED COUNTIES

POLICE ASSOCIATION,  
WHEELING CHAPTER

By: [Signature]

Date: May 23, 2016

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

For the Village:



6/2/14

Date

For the CCPA:



5/14/14

Date

SIDE LETTER OF AGREEMENT

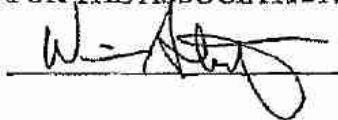
Retired officers who have retired prior to August 7, 1995, were hired prior to August 15, 1981 and who are receiving health insurance through the Village will continue to receive Single coverage at no cost.

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

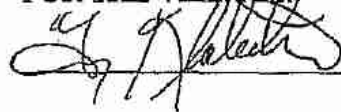
The parties agree that neither this side letter nor the matters contained herein shall be used in any future negotiations or in any arbitration proceeding as evidence of a negotiated precedent or a past practice.

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

FOR THE ASSOCIATION:



FOR THE VILLAGE:



## Side Letter of Agreement

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

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

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

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

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

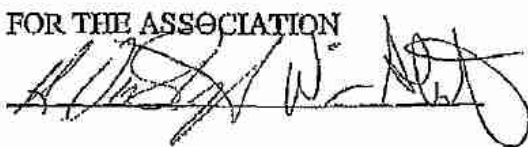
In addition, if the retiree is required to pay a portion of the Village's group health program premium for his or her own coverage, the retiree's share of the premium shall be based on the rate paid by active employees for Single coverage if he or she is not Medicare eligible, or the Medicare Single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

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

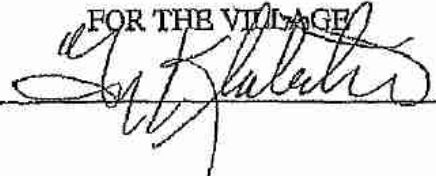
This agreement shall become effective upon its execution.

Agreed to this 13 day of December, 2004.

FOR THE ASSOCIATION



FOR THE VILLAGE





## SIDE LETTER ILLUSTRATION OF HEALTH COSTS

COVERAGE	2004-2005 RATES*
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### HMO - All Employees

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

### PPO - PW Union & Non Union Employees

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

### PPO - Police Union

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

### PPO - Fire Union

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

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

## ILLUSTRATION OF PLAN OPTIONS

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

### **OPTION #1:**

#### **PPO & HMO PLANS**

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

$$\begin{array}{rcl} & \text{Single \& One Dependent Premium} & \\ (\text{minus}) & \underline{\text{Single Premium}} & \\ (\text{equals}) & \text{Cost for the retiree to cover his/her spouse.} & \end{array}$$

### **OPTION #2:**

#### **PPO PLAN**

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

$$\begin{array}{rcl} & \text{Medicare Single/Active Single Premium} & \\ (\text{minus}) & \underline{\text{Medicare Single Premium}} & \\ (\text{equals}) & \text{Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.} & \end{array}$$

#### **HMO PLAN**

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

$$\begin{array}{rcl} & \text{Single \& One Dependent Premium} & \\ (\text{minus}) & \underline{\text{Medicare Single Premium}} & \\ (\text{equals}) & \text{Cost for the retiree to cover his/her spouse until he/she reaches Medicare age; the spouse then converts to the lower Medicare Single rate.} & \end{array}$$

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

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

For the Village:



Nov. 20, 2012

Date

For the CCPA:



11/9/12

Date 11/20/12

11/20/12

Section 7(g)(2) Agreement

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

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_



## **TRAVEL POLICY**

Revised 1/1/2010

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

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

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

### **1. Travel Authorization**

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

### **2. Travel Arrangements**

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



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

### **3. Air Travel**

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

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

All air travel at Village expense must be by coach.

### **4. Ground Transportation**

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

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

#### **a. Village Owned Vehicles**

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

#### **b. Taxi and Airport Transportation**

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

#### **c. Rental Passenger Automobiles**

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

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

#### **d. Personal Vehicles**

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

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

### **5. Meals**

#### Travel Requiring An Overnight Stay:

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

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

#### Attendance at Seminars or Conferences Not Requiring an Overnight Stay:

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

### **6. Hotels**

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

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

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

#### **7. Telephone Calls (personal and work related)**

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

#### **8. Accompaniment by an Immediate Family Member**

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

#### **9. Combined Business/Personal Travel**

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

#### **10. Non-Allowable Expenses**

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

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

7) Membership fees in airline clubs.

8) Alcohol or drugs of any kind.

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

#### **11. Approved Forms of Payment**

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

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

#### **12. Advances**

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

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

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

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

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

### **13. Expense Reporting**

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

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



## **APPENDIX B**

### **SCHEDULE OF BENEFITS**

#### **Major Medical Coverage**

##### **Maximum Lifetime Benefit**

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits ..... 45\*

- inpatient, number of days ..... 10\*

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

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

##### **Maximum Annual Benefit**

Mental Health, Alcoholism and

Chemical Dependency Treatment —

- outpatient, number of visits ..... 25\*

##### **Maximum Annual Out-of-Pocket Expense**

- Individual ..... \$1,500

- Family ..... \$3,000

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

**Benefit Period** ..... Calendar Year

##### **Deductible**

- Individual ..... \$400

- Family ..... \$800

- Accumulation Period ..... 12 months

**Eff 1/1/17**

\$550

\$1,100

## SCHEDULE OF BENEFITS

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

### **Prescription Drug Program**

Prescription Drug Co-Pay:

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

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

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

Effective July 1, 2016

Prescription Drug Co-Pay:

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

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

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

### **Newborns and Mothers Health Protection Act**

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

### **Covered Expenses**

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

Extended Care Facility Expenses

- maximum number of days ..... 60\*

Hospice Care Expenses

- maximum number of days ..... 26\*

All Other Covered Expenses ..... Reasonable and customary charge

#### Family Wellness Care

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

#### Well Child Care

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

#### Vision Care

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

### Advanced Procedures (Transplants)

#### Procedures done at an Advanced Procedures DESIGNATED facility

##### Advanced Procedure Deductible

- per transplant ..... regular plan deductible applies

##### Advanced Procedure Benefit Percentage

- All Advanced Procedure Expenses ..... 90%

#### Procedures done at a NON-DESIGNATED facility

##### Advanced Procedure Deductible

- per transplant ..... regular plan deductible applies

Advanced Procedure Benefit Percentage ..... same as any other surgery

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

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

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## APPENDIX C

### Basic Leave Entitlement

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

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

### Military Family Leave Entitlements

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

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

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

### Benefits and Protections

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

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

### Eligibility Requirements

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

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

### Definition of Serious Health Condition

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

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

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

### Use of Leave

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

### Substitution of Paid Leave for Unpaid Leave

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

### Employee Responsibilities

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

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

### Employer Responsibilities

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

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

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

### Enforcement

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

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

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

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



WHD Publication 1720 • Revised February 2013

## APPENDIX D

### **Chapter 2.06 CODE OF ETHICS\***

#### **Sections:**

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

\* Prior ordinance history: Ords. 1354, 1472, 1698 and 3441.

#### **2.06.010 Declaration of ethics policy.**

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

#### **2.06.020 Definitions.**

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

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



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

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

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

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

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

#### **2.06.030 Persons affected.**

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

#### **2.06.040 Fair and equal treatment.**

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

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

#### **2.06.050 Conflict of interest in contracts.**

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

#### **2.06.060 Preacquisition of interest.**

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

#### **2.06.070 Appearances for private interests.**

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



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

**2.06.080 Nondisclosure of confidential information.**

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

**2.06.090 Incompatible service.**

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

**2.06.100 Solicitation of employment.**

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

**2.06.110 Later case interest.**

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

**2.06.120 Common law conflict of interest--Action required.**

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

**2.06.130 State Officials and Employees Ethics Act.**

- A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (6 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 6 ILCS 430/70-5.
- B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the village, is hereby prohibited.
- C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the Act, is hereby prohibited.
- D. The participation in political activities prohibited under the Act, by any officer or employee of the village, is hereby prohibited.
- E. For purposes of this section, the terms "officer" and "employee" shall be defined as set forth in 5 ILCS 430/70-5(c).

F. The penalties for violations of this section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.

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

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

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

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

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

#### **2.06.140 Political activity.**

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

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

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

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

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

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

(Ord. 3722 § A, 2003)

#### **2.06.150 Filing of complaints--Investigation thereof.**

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

(Ord. 3722 § A, 2003)

#### **2.06.155 Action by village attorney.**

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



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

**2.06.160 Action by village manager.**

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

**2.06.170 Complaints.**

Any person who believes that a violation of any portion of this Chapter has occurred may file a complaint with the village clerk pursuant to Section 2.06.160. Each complaint shall be signed by the person filing the complaint and such signature shall constitute a certification that to the best of his or her knowledge, information and belief, the facts contained within the complaint are true. The provisions of this Chapter shall not alter the employment relationship of any employee nor provide any employee with additional rights.  
(Ord. 3722 § A, 2003)

**2.06.180 Penalties.**

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

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

(Ord. 3722 § A, 2003)

**2.06.190 Applicability of other laws.**

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

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

APPENDIX E

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION

DUES AND ASSESSMENTS

I hereby authorize the Village of Wheeling to deduct from my pay the uniform dues and/or assessments in the amount certified to be current by an employee designated by the CCPA - Wheeling Chapter Patrol Officers and remit said amounts to the Association.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_