

AGREEMENT BETWEEN
VILLAGE OF GLENVIEW
AND
ILLINOIS FRATERNAL ORDER OF POLICE
December 15, 2009 – December 31, 2012

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PREAMBLE

THIS AGREEMENT, entered into by the Village of Glenview, Illinois (hereinafter referred to as the “Village”, “Glenview Public Safety Dispatch Center,” or “GPSDC”, or the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union” or “Labor Council”) in recognition of the Union’s status as the representative of the Village’s full-time Telecommunicators and has as its intent to set forth the parties’ entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement and shall remain in force and effect after the expiration date and until a successor Labor Agreement is reached; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. The Labor Council and Village are committed to fostering a work environment of mutual trust, respect, fairness, dignity and commitment to excellence in service to the community.

ARTICLE 1: RECOGNITION

Section 1.1: Recognition Pursuant to the certification by the Illinois Labor Relations Board Case No. S-RC-09-141, dated June 23, 2009, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Telecommunicators employed by the Village (hereinafter referred to as “Telecommunicators” or “employees”), but excluding all other employees of the Village of Glenview.

Section 1.2: Union Stewards For the purposes of this Agreement, the term “Union Stewards” shall refer to the Union’s locally elected representatives. The Union shall immediately inform the Director of 911 in writing of the names of such stewards upon their election, as well as any subsequent changes thereto.

ARTICLE 2: NON-DISCRIMINATION

Section 2.1: Equal Employment Opportunity The Village will continue to provide equal employment opportunity for all Telecommunicators and develop and apply equal employment practices. Complaints of discrimination under this Article shall not be subject to the grievance and arbitration Article of this Labor Agreement but shall be processed through appropriate state or federal agencies and courts.

Section 2.2: No Retaliation The Village will not retaliate against covered members for making a good faith complaint under the Village’s policy regarding harassment and/or other inappropriate behavior, regardless of the outcome of the investigation.

ARTICLE 3: MANAGEMENT- RIGHTS

Except as expressly limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters: to plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine whether work and/or services are to be provided by employees covered by this Agreement or by Team Leads and/or part-time Telecommunicators (provided that part-time Telecommunicators will not be used to reduce the number of hours worked by full-time Telecommunicators, and this is not intended to establish full-time staffing levels); to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); and to relieve with pay or lay off employees.

The Village shall also have the right to take any and all actions as denoted below to carry out the mission of the Village and the Glenview Public Safety Dispatch Center in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or Fire Chief, or their authorized designees, which includes, any natural disaster or manmade calamity such as a flood, tornado or explosion within the corporate limits of the Village resulting in death or injury of persons or the destruction of property to such extent that extraordinary measures must be taken to protect the public health, safety and welfare; a riot or unlawful assembly characterized by the use of actual force or violence or a threat to use force if accompanied by the immediate power to execute such a threat by three (3) or more persons acting together; or any situation threatening homeland security; or other events of a similar nature and magnitude. In the event of such emergency action, the provisions of this Agreement may be temporally suspended in order to meet the needs of the community, provided that wages and monetary fringe benefits (excluding paid time off) shall not be suspended.

ARTICLE 4: UNION RIGHTS

Section 4.1: Dues Deductions Upon receipt of a Dues Authorization (Form Appendix A) Village shall deduct each month's Union dues in the amount certified by the Union from the pay of all Telecommunicators covered by this Agreement or any extension thereof. Such money shall be submitted to the Illinois Fraternal Order of Police Labor Council, Attn: Accounting, 974 Clocktower Drive, Springfield Illinois, 62704-1304 within fifteen (15) days after the deductions have been made.

The Village per 5 ILCS 315/6 (c), or as amended, will furnish to the Union a complete list of names and addresses of the Telecommunicators covered in the bargaining unit upon request. The Village agrees to notify the Labor Council in writing of any change in Telecommunicator status including but not limited to new hires, resignations, etc. within ten (10) calendar days of the effective date.

During the term of this Agreement, or negotiations or any extension thereof, the Labor Council may change the fixed, uniform dollar amount by providing the Village thirty (30) calendar days notice of any such change. The Labor Council agrees to refund to the Telecommunicators, any amounts paid to the Labor Council in error on account of this dues deduction provision. A Telecommunicator may revoke their voluntary dues deduction by notifying the Labor Council and the Village by certified mail – return receipt requested and providing thirty (30) calendar days advance notice. Upon request, the Village agrees to provide the Union with covered members’ information in accordance with 5 ILCS 315/6 (c), or as amended.

Section 4.2: Fair Share Deduction The Union shall establish and notify fair share payers of the provisions of a fair and impartial procedure for resolving objections to fair share fees. Bona fide religious objections to the payment of fair share fees shall be resolved consistent with the provisions of the IPLRA and the rules of the State Labor Board. During the term of this Agreement or any extension thereof, Telecommunicators covered by the terms of this Agreement, who are not members of the Labor Council shall, commencing thirty (30) calendar days after their employment begins, or thirty (30) calendar days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Labor Council for collective bargaining and administration services rendered by the Labor Council. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Labor Council at the address designated by the Labor Council. The Labor Council shall submit to the Village correspondence which specifies the amount of the fair share fee.

Section 4.3: Indemnification The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Village, it’s elected representatives, Telecommunicators, administrators, agents and employees from and against any claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article IV.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1: Definition A “grievance” is defined as a dispute or difference of opinion concerning an alleged violation or misinterpretation or misapplication of the express provisions of this Agreement raised by an employee or by the Union of this Agreement against the Village.

Section 5.2: Procedure The parties acknowledge that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications which can extend the required time limits for processing any grievance by mutual written agreement by the parties. Reasonable time as scheduling and workload permits

while on duty shall be permitted to Union Stewards for the purpose of assisting, investigating or otherwise representing members covered by this Agreement in the handling and processing of grievances. If, however, the informal process does not resolve the matter, a grievance will be processed as follows:

Step 1: An employee or the Union who has a grievance shall submit the grievance in writing to the Director of 911 per Appendix B. The grievance shall contain a full statement of all relevant facts known at the time of filing, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than fourteen (14) calendar days after the circumstances giving rise to the grievance or when first known by the grievant or the Union. The Village may arbitrate the issue of timeliness of the grievance. The Director or designee shall respond to the grievance in writing to the grievant and the Union within fourteen (14) calendar days after receipt of the grievance.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Village's Director of Human Resources, or designee, within seven (7) calendar days after a decision was rendered by the Director of 911 or designee in Step 1. The HR Director or designee shall make such investigation of the facts and circumstances and may meet with the employee and Union representative. The Village's HR Director or designee shall respond to the grievance in writing to the grievant and the Union within ten (10) calendar days after the date of the meeting or no meeting.

Step 3: If the grievance is not satisfactorily settled in Step 2, it may be appealed in writing to the Village Manager, or designee, within seven (7) calendar days after a decision was rendered by the Director of Human Resources or designee in Step 2. The Village Manager or designee shall make such investigation of the facts and circumstances and may meet with the employee and Union representative. The Village Manager or designee shall respond to the grievance in writing to the grievant and the Union within ten (10) calendar days after the date of the meeting or no meeting.

Section 5.3: Arbitration A grievance not settled in Step 3 may be appealed only by the Union to arbitration by serving a written request on the Village, not later than twenty-one (21) calendar days after the date of the reply of the Village Human Resources Director or designee. If the parties fail to agree within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) proposed arbitrators who are members of the National Academy of Arbitrators and who reside in Illinois. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The parties shall determine by a coin toss which party strikes the first name. The loser of the coin toss shall strike first.

Section 5.4: Arbitrator's Authority The Arbitrator shall consider and decide only the questions or fact(s) raised by the grievance as confirmed in writing at Step 3, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The Arbitrator shall have no power or authority to render a decision to add to, subtract from, modify,

nullify or ignore the terms of the Agreement. Any decision or award of the Arbitrator shall be binding upon the Union, the employee and the Village.

Section 5.5: Time Limits If a decision is not rendered by the Village within the time limits provided for in this grievance procedure or any written extension granted, the aggrieved employee, or Union, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Union does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure or any written extension granted, the grievance shall be considered settled on the basis of the last written response received of the Village without any further appeal or reconsideration. In addition, the Union and the Village may mutually agree to skip a step or steps of the grievance procedure, in writing.

Section 5.6: Decision and Fee The decision of the arbitrator, shall be binding on all parties to the grievance, including the Village, the Union and the aggrieved employee(s). The fee and expenses of the arbitrator shall be borne equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.7: Rights No settlement or agreement shall be binding on the Union or grievant unless the Union has had the opportunity to be present and agree to such settlement.

Section 5.8: Aggrieved Employee An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work, terms and conditions by the provisions of this Agreement. The Union retains the right to file a grievance on behalf of any member. Each grievance shall be considered a separate matter and shall be handled separately and distinctly, except by mutual written agreement of the Village and the Union.

ARTICLE 6: NO STRIKE CLAUSE

Section 6.1: No Strike Neither the Union nor any of its employees or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, concerted stoppage of work, concerted refusal to perform overtime or other work, mass resignations, mass absenteeism, or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 6.2: No Lockout The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3: Judicial Restraint Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4: Discipline of Strikers Any employee who violates the provisions of Section 1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by the Village against any Telecommunicator who participates in any action prohibited by Section 1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement, except to the issue of whether or not a covered member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 7: SENIORITY, LAYOFFS AND RECALLS

Section 7.1: Seniority As used in this Agreement, the term “seniority” shall refer to and be defined as the continuous length of employment with the Village of Glenview as a full-time Telecommunicator, less adjustments due to layoff or other breaks in service (unpaid leaves of absence of more than thirty (30) calendar days) that were not related to a medical leave or otherwise required by law. A Telecommunicator who receives discipline in excess of forty-five (45) calendar days for a single disciplinary event, shall have their seniority reduced by the number of days of the discipline. For purposes of benefit accruals only, seniority shall be defined as the continuous length of employment with the Village of Glenview less adjustments due to layoff or other breaks in service (as described in this Section 7.1) that were not related to a medical leave or otherwise protected by law. In the event a Telecommunicator transfers to another position within the Village, the individual shall retain their Village seniority for purposes of determining benefit accruals.

Section 7.2: Probationary Period The probationary period shall be twelve (12) months in duration from the first day of employment. Time absent from work in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure.

Section 7.3: Layoffs Where there is an impending layoff of employees covered by this Agreement; the Village shall give both the Union and the affected employees at least thirty (30) calendar day’s notice of the effective date of the layoff. The Union will be provided with the names of the employees to be laid off. Part-time, probationary employees and non-probationary employees, in that order, shall be laid off in accordance with their seniority as defined in Section 7.1 of this Article.

Section 7.4: Re-Call Covered members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, covered members who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall and the Union shall both be given fourteen (14) calendar days notice of recall by certified or registered mail, provided that the employee must notify the Director of 911 or designee of the employee’s

intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of 911 or designee with the latest mailing address. If an employee fails to respond as set forth herein to a recall notice, the employee's name shall be removed from the recall list unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification, the individual will be placed next on the recall list.

Section 7.5: Effects of Layoff During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation, holiday, personal days, and any compensatory time which was earned prior to the effective date of the layoff, and any other applicable benefit time or reimbursement owed, as of the effective date of the layoff.
2. An employee shall have the right to maintain insurance coverage by paying the applicable monthly premium for single and, if desired, dependent coverage, as determined by the appropriate federal and/or state executive order, law or act. The payment schedule shall be determined by the Village, in accordance with applicable federal and/or state regulations.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 7.6: Posting of Seniority List The Village agrees to post each January a list setting forth the names of Telecommunicators who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Director of 911 or designee in writing within thirty (30) calendar days after the list is posted.

Section 7.7: Termination of Seniority Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- a) quits;
- b) is discharged and not reinstated;
- c) retires;
- d) fails to report to work at the conclusion of an authorized leave or vacation, unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification and return;
- e) is laid off and fails to notify the Director of 911 or designee of their intention to return to work within seven (7) calendar days after receiving notice of recall or fourteen (14) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after notification of intent to return to work or such further date that the Village sets for the employee's return to work unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification and return;

- f) is laid off for a period in excess of two (2) years;
- g) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

ARTICLE 8: OUTSIDE EMPLOYMENT

The Village may restrict outside employment, even employment previously approved which interferes with the employee's performance job duties. Such restrictions will not be unreasonable. Employees may be allowed to engage in outside employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Director of 911. If secondary employment involves similar duties as performed for Glenview, the employee must provide a written agreement signed by their outside employer indemnifying the Village of Glenview and holding the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of the outside employment.

ARTICLE 9: DISCIPLINE

Section 9.1: Discipline The Village will not discipline or discharge a non-probationary employee without just cause. Oral and written warnings shall not be subject to the grievance procedure. The Village agrees to adhere to the tenets of progressive and corrective discipline. This provision does not prohibit the Village from imposing discipline, up to and including termination, where it is warranted by the seriousness of the offense. After a covered member is served notice of discipline, such discipline, if implemented, must be implemented within thirty (30) calendar days of said notice.

Section 9.2: Union Representation The Village shall adhere to all covered members rights to Union representation. The Village will provide a minimum of no less than three (3) business days advance notice of any discipline, including any meeting to discuss pending discipline in order to provide such Telecommunicator an opportunity to have Labor Council representation present. The parties may agree to meet sooner if mutually agreed in writing. Representatives of the Labor Council shall have access to work areas of the Village's premises to converse with bargaining unit members on matters covered by this Agreement, so long as such meetings do not unreasonably interfere with the bargaining unit members' work. In any meeting called by command or supervisory or other Village personnel or agents of the Village, in which the Telecommunicator reasonably believes that discipline may result from the meeting, the Telecommunicator may request FOP Labor Council representation and such request will be granted or the meeting will cease. Nothing in this Section shall be construed to limit or waive the Telecommunicator's rights.

ARTICLE 10: DRUG AND ALCOHOL TESTING

Section 10.1: Drug and Alcohol Testing The Village may require a Telecommunicator to submit to a urine and/or blood test where there is a reasonable suspicion to suspect that the

employee is improperly using drugs and/or alcohol, impaired while on duty or in violation of this Article. When practical, two (2) non-bargaining unit supervisory personnel members independently must certify their reasonable suspicions concerning the affected Telecommunicator prior to any order to submit to the testing authorized herein. The Village may also require a Telecommunicator to submit to a urine and/or blood test during a Telecommunicator's probationary period and/or if the Telecommunicator is involved in an on-duty traffic accident resulting in bodily injury and/or damage to property in excess of \$10,000.00. The parties agree that a Telecommunicator's refusal to submit to a drug and/or alcohol test shall be cause for discipline, including termination.

Section 10.2: Random Testing Each calendar year, Telecommunicators and GPSDC supervisory staff are subject to two (2) unannounced random tests per calendar year for illegal drugs and alcohol during the course of their employment while on duty. Two (2) employees (Telecommunicators or GPSDC supervisory staff) shall be selected at random for each test. Under the random testing process, Telecommunicators and supervisory staff shall be in the same pool for purposes of random selection from the pool, and each person in the pool will have an equal chance of being selected when a selection is conducted as provided herein.

Each person in the pool shall be assigned a permanent number, and selection of those to be tested shall be determined by a random drawing of the numbers conducted by an outside agency mutually agreed upon by the Village and the Illinois F.O.P. Labor Council. There may be up to one (1) random drawing per month with a maximum per drawing of two (2) persons that may be selected for testing. Numbers shall be drawn in random fashion. Persons on a vacation, holiday, injury, illness or other contractually recognized leave or time off who are selected in the random draw shall be returned to the pool and replacement numbers shall be drawn. Employees in the testing pool randomly selected, but not on shift during the time of selection, shall be required to proceed to the collection site immediately upon return to work. If an employee in the testing pool is selected for random testing, and the selected employee's shift does not overlap with the collection site's business hours, the selected employee shall report to the collection site at the end of their shift when the collection site is open. Such selected employees will be compensated at their straight-time hourly rate for the time between the end of their shift and the conclusion of the test, or a minimum of three (3) hours of straight time pay. If the time between the end of the selected employee's shift and the conclusion of the test exceeds three (3) hours, the selected employee will be compensated and time-and-one half (1.5 time) for all hours spent in the testing process. Employees in the testing pool who are off of work due to vacation shall not be required to submit to the test upon return to work. Employees in the testing pool who are notified of their selection for testing must proceed directly to the test site. A Village vehicle will be provided for use. If, however, the initial result of the test is positive, the person tested will remain at the facility until transportation is provided by the Village.

Section 10.3: Testing Procedures The Village shall use only laboratories which are certified by the U.S. Department of Health and Human Service and conform to S.A.M.H.S.A standards to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine shall not be directly witnessed unless there is reasonable suspicion to believe that the employee subject to testing is tampering with the testing procedure.

Section 10.4: Drug Testing/Positive Result If the initial drug screening test results in a positive finding based upon the “initial drug test level” cut-off standards utilized by the U.S. Department of Health and Human Service on the effective date of this Agreement, a Gas Chromatography/Mass Spectrometer (“GC/MS”) confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. The Village shall provide a tested employee with a copy of any test results which the Village receives with respect to such tested employee. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the Telecommunicators may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the U.S. Department of Health and Human Services to perform drug and/or alcohol testing of the Telecommunicator’s choosing and at the tested employee’s expense.

Section 10.5: Alcohol Testing: Positive Result For purposes of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood is considered positive, and the results showing an alcohol concentration of less than .02 shall be considered negative. The Village shall provide a tested employee with a copy of any test results which the Village receives with respect to such tested employee. Alcohol testing will be conducted in accordance with the Federal Department of Transportation (“DOT”) rules. These rules require that the alcohol test used be a breath test except where a medical condition prevents an employee from providing the required amount of breath. The breath test shall be done on an evidential breath testing (“EBT”) device approved by the National Highway Traffic Safety Administration (“NHSTA”).

Section 10.6: Prohibitions The Village and the Union agree that the use of illegal drugs, abuse of prescription drugs, as well as having alcohol or illegal drugs in the blood while on duty may be cause for discipline, up to and including termination. For purposes of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and the results showing an alcohol concentration of less than .02 shall be considered negative. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such tested employee. The parties also agree that the consumption or possession of illegal drugs at any time shall be cause for termination. The parties further agree that Telecommunicators shall report to their supervisor any known adverse side effects of medication or prescription drugs which employees may be taking.

Section 10.7: Treatment: Voluntary Reporting Any Telecommunicator who voluntarily admits to the Director of 911 their abuse of or dependence upon alcohol, illegal drugs or prescribed drugs shall agree to participate in a mutually acceptable treatment program and aftercare, as prescribed by the appropriate treatment professional, and shall not be disciplined for such use or dependence. The Telecommunicator shall also agree to submit to on-duty random illegal drugs, prescription drug or alcohol testing for a period of twelve (12) months. The opportunity for voluntary treatment shall be granted for any Telecommunicators prior to the initiation of testing procedures and who is not involved in any illegal drugs, prescription drug or alcohol related criminal activity. Telecommunicators who are determined to be unfit for full

duty will be immediately placed in a non-duty status. Non-duty status may include, but is not limited to: sick leave, paid administrative leave, vacation or other benefit leave or leave without pay.

Rehabilitation: Following a positive alcohol, illegal drugs or prescription drug test result, one (1) opportunity for rehabilitation rather than discharge shall be granted for any Telecommunicator who is not involved in any illegal drugs, prescription drug or alcohol related criminal activity provided the Telecommunicator signs a last chance agreement containing the following:

1. The Telecommunicator agreeing to appropriate treatment as determined by the appropriate treatment professional involved;
2. The Telecommunicator discontinuing the use of illegal drugs, prescribed drugs or consumption of alcohol;
3. The Telecommunicator completing the course of treatment prescribed, including an "after-care" program for a period of at least twelve (12) months, or as determined by the treatment professional; and
4. The Telecommunicator agreeing to submit to unlimited random testing at any time, including off duty hours, during the treatment and "after-care," but no longer than twelve (12) months.

Telecommunicators who do not agree to, and do not act in accordance with the foregoing shall be subject to discipline, up to and including termination. Telecommunicators who are determined to be unfit for full duty will be immediately placed in a non-duty status. Non-duty status may include, but is not limited to: sick leave, paid administrative leave, vacation, other benefit time or leave without pay.

ARTICLE 11: SICK LEAVE

Section 11.1: Sick Leave Sick leave with pay may be taken in the event of a Telecommunicator's illness, injury off the job, disability, or quarantine due to a contagious disease that is of an incapacitating nature sufficient to justify absence from work.

In addition, sick leave may also be allowed in limited instances, with notification to the Director of 911 or designee, to obtain treatment from a medical care provider during hours of work in the Dispatch Center, provided the Telecommunicator has been unable to schedule the appointment during non-working hours, or also to care for a sick or injured family member (Telecommunicator's spouse or dependent children). Such approval shall not be unreasonably denied.

The Telecommunicator shall notify the Director of 911 or designee if the Telecommunicator is requesting sick leave. The Village may require a Telecommunicator to submit a physician's verification for the Telecommunicator's illness or the illness of a family member when sick leave is used under this Section, when the Telecommunicator is absent for more than three (3) days in any calendar year, or whenever sick leave abuse is suspected.

The Telecommunicators shall earn sick leave at a rate of ninety-six (96) hours per year. Sick time shall be accumulated at a rate of eight (8) hours per month. Telecommunicators beginning employment from the first (1st) through the fifteenth (15th) day of each month will be credited with eight (8) hours of sick leave for that month of service. Telecommunicators beginning the sixteenth (16th) through the end of the month will be credited with four (4) hours of sick leave for that month of service, but must wait until the following month to be eligible for sick leave pay. Sick leave shall not be earned during any lay off, suspension for just cause, unless overturned by an Arbitrator's award, or unpaid leave of absence, except FMLA leave.

Notification of absence due to sickness or non-job related injury shall be provided by the Telecommunicator to the Director of 911 or designee as soon as the Telecommunicator is reasonably aware that they are unable to report to duty, and in any event, absent an emergency, provide no less than two (2) hours prior to the Telecommunicator's scheduled starting time for each shift day the Telecommunicator is off (unless notification of subsequent successive shift days is waived, in writing, by the Director of 911 or designee).

Sick leave hours will be deducted from the employee's sick leave allowance, based on the number of duty hours the Telecommunicator is absent from work. Sick leave must be used in minimum blocks of four (4) hours. Telecommunicators accumulated sick leave hours shall be made available upon reasonable request by calling, writing, or e-mailing the Director of Human Resources or designee.

Sick leave may not be used for absence due to a work-related injury/illness for which compensation has been provided to the Telecommunicator under the Workers' Compensation Act. If a Telecommunicator's non-work related illness or injury exceeds the amount of available sick leave, the Telecommunicator may elect to use earned, but unused paid time off.

For purposes of the provisions contained in this section, "abuse" of sick leave is the utilization of such leave for reasons other than those stated within this section. If the Village suspects abuse of sick leave, the Director of 911 or designee may request, at the Village's expense, that the Telecommunicator obtain a certificate of illness from a doctor of the Village's choice prior to returning to work. All such requests and medical appointments shall be made in a reasonable and timely manner.

Upon sufficient evidence of the abuse of such sick leave, the Telecommunicator may not be paid for such leave taken. Continued abuse of sick leave shall subject the Telecommunicator to appropriate disciplinary action up to and including termination, pursuant to the terms of this agreement.

Section 11.2: Sick Leave Cash Out Unused sick leave may be accumulated from year to year up to a maximum of 1,920 hours. Telecommunicators who have accumulated 1,200 hours of sick leave may, at the end of the year in which this total has been reached, be paid at their straight time hourly rate for twenty-five (25) percent of the unused sick leave earned in that year above 1,200 hours. At the time a Telecommunicator retires, the Telecommunicator shall be paid at their straight time hourly rate for thirty-five (35) percent of all unused sick leave hours accrued above 1,200 hours to the maximum of 1,920 hours, to pay for the cost of premium for any health

insurance plan available through the Village, up to an annual maximum of \$3,600.00, until the total amount is exhausted.

Section 11.3: Sick Leave Death Benefit In the event a Telecommunicator dies while employed by the Village, the Village will make payment to the Telecommunicator's beneficiary or estate (listed on the Village's Intergovernmental Personnel Benefits Cooperative employee life insurance/AD&D enrollment form) for twenty-five (25) percent of accumulated unused sick leave at the straight time rate of pay for that Telecommunicator at the time of death. If the death occurs while the Telecommunicator is in the line of duty, the Village will make payment to the employee's beneficiary or estate for fifty (50) percent of accumulated sick leave at the rate of pay for the employee at the time of death.

Section 11.4: Catastrophic Leave Telecommunicators may participate in the Village's Catastrophic Leave Program, as outlined in the Employee Handbook, as the same may be changed from time to time by the Village.

ARTICLE 12: LEAVES OF ABSENCE

Section 12.1: Jury Duty The Village will provide regular, straight-time pay to covered members for work hours missed due to jury duty, regardless of shift. All days spent by a covered member at jury duty will be considered their work day, except when jury duty falls on a regular day off. Telecommunicators called for jury duty must present to their immediate supervisor a copy of the jury summons in advance of the jury duty dates. Telecommunicators are permitted to keep any payment received from the court.

Section 12.2: Childbirth/Adoption Leave In addition to other applicable leave benefits, Telecommunicators may take up to eighty (80) hours of paid childbirth/adoption leave in connection with the birth or adoption of a child. This paid leave benefit is available to any individual, regardless of gender, in connection with the birth of their own child or their adoption of a child. It is not available in connection with the birth of a relative's child (except where the relative giving birth is the employee's own spouse or domestic partner), or a relative's adoption of a child (except where the adopting relative is the employee's own spouse or domestic partner).

Section 12.3: Family and Medical Leave Act The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended, and in conjunction with the Village's Family and Medical Leave Act policy, as the same may be changed from time to time by the Village.

Section 12.4: Military Leave The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits, and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended; the Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended. An employee is required to provide evidence of military orders to the extent required by law.

Section 12.5: Victims' Economic Security and Safety Act Leave (VESSA) Telecommunicators will be provided all applicable leave benefits pursuant to the current Illinois Victims' Economic Security and Safety Act, 820 ILCS 180/40 et. seq. or as amended.

Section 12.6: Leave to Vote Telecommunicators will be provided all applicable leave benefits pursuant to the provisions of the Illinois Paid Voting Leave Act, 10 ILCS 5/17-15 or as amended.

Section 12.7: Personal Time On January 1, Telecommunicators will be granted forty (40) hours of personal leave each calendar year. Personal time must be utilized during the calendar year in which it is earned and cannot be carried over into the following year, nor converted to compensatory or vacation time.

Section 12.8: Funeral Leave In order to assist Telecommunicators who have experienced a death in their immediate family, the Village has established a paid funeral leave benefit. In the event of a death in the immediate family, a regular, full-time Telecommunicator is eligible for paid time off of three (3) working days to handle family affairs and attend the service. This paid leave is available only in conjunction with the service. Telecommunicators who must travel greater than three-hundred (300) miles to attend the service may be granted up to two (2) additional working days of paid time off if approved by the Director of 911 or designee.

Immediate Family: Persons including: husband, wife, domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent, mother-in-law and father-in-law.

The use of days rather than hours for the funeral leave benefit shall be limited to this section of the Agreement. Hours shall be used for calculating all other benefit time set forth in the Agreement.

Section 12.9: Paid Leave Pro-Ration If a Telecommunicator is hired after January 1, the Telecommunicator shall receive pro-rated vacation, personal, and holiday time, according to their month of hire.

ARTICLE 13: MISCELLANEOUS

Section 13.1: Personnel Files The Village agrees to maintain covered members' personnel files and documents and respond to requests to inspect and copy such files and documents in accordance with the requirements of the Illinois Personnel Record Review Act, 820 ILCS §40/0.01 et. seq., or as amended.

Section 13.2: Employee Assistance Plan Employees covered by this Agreement shall be eligible to participate in any Employee Assistance Plan ("EAP") that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village

employees. If mandated by the Employer for EAP participation, the employee will provide, via the service provider, proof that attendance and cooperation is being met.

Section 13.3: Fitness for Duty If the Village reasonably believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or Board certified psychologist selected by the Village. The employee may, under such circumstances, present a certification of fitness from their own physician and/or psychologist to the physician and/or Board certified psychologist selected by the Village for consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at their own expense a statement from their doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the Village may place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days or other benefit time available), or take other appropriate action. The parties agree, if the medical statements differ in the employees ability to return to work, the parties will mutually agree on a third (3rd) neutral Board Certified psychologist or physician to make a determination which shall be final and binding on the Village and the employee. The Village agrees to pay for the third review.

Section 13.4: Light Duty In order to aid Telecommunicators through the transitional period toward full recovery from an injury or illness, the Village may offer temporary light duty assignments. In no event will light duty be offered unless the Village determines light duty work is available. Light duty assignments will not be offered, and are not intended to cover, employees with permanent disabilities. Light duty assignments will only be considered for Telecommunicators who have completed at least one (1) full year of service. The Village reserves the right to assign light duty work to employees recovering from work-related injuries or illnesses. Employees may request light duty assignments when recovering from non-work related injuries and illnesses.

Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department, at the sole discretion of the Director of Human Resources or designee. Changes in employee hours and days of work may be made to facilitate a light duty assignment, at the sole discretion of the Director of Human Resources or designee. Where an employee requests light duty, the Human Resources Division will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of Telecommunicators already out on vacation or other leave, the Department's current staffing needs, etc.) If necessary, the light duty assignment may be modified by the Director of Human Resources or designee.

All requests for light duty and related communications must be directed to the Director of Human Resources or designee. Before a light duty assignment will be considered, a Telecommunicator must submit a Return to Work Medical Clearance Form to the Director of Human Resources which has been completed and signed by the Telecommunicator's treating physician. Light duty will not be considered if the treating physician does not state specifically

what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Human Resources Division will determine whether to offer a light duty assignment, consistent with the Telecommunicator's restrictions.

In cases of work-related injuries or illnesses, if the injured/ill employee refuses a light duty assignment, a certified letter will be sent to the employee advising where and when to report to work in accordance with the medical evaluation. This letter shall advise the employee that failure to report for work will result in termination of pay and may result in further disciplinary action up to and including termination of the employee. The Union or the employee is not restricted to grieve or take other appropriate action based on the requirements denoted above.

For all injuries (work or non-work related), when light duty is offered, it will be for up to six (6) weeks in a rolling year for the same condition, and if there is a substantial improvement in the Telecommunicator's condition (verified in writing by the Telecommunicator's treating physician or physician to whom the employee was referred to for a second (2nd) opinion) during the first six (6) weeks of light duty, the Telecommunicator may receive up to an additional six (6) weeks of light duty from the date of the substantial improvement. Similarly, during the second six (6) week period of light duty from the date of substantial improvement, the employee may receive an additional six (6) week period of light duty if substantial improvement continues. Lastly, during the third (3rd) six (6) week period of light duty, the employee may receive up to an additional final six (6) weeks of light duty if substantial improvement continues, as determined by the Village. A light duty assignment may be extended at the sole discretion of the Employer. Light duty is not available to Telecommunicators with longer-term or permanent restrictions.

A Telecommunicator working in a light duty capacity will continue to earn the hourly rate of pay and benefits they earned before going on light duty. Telecommunicators on light duty are not eligible for overtime work unless requested by the applicable Department Director and consistent with the light duty restrictions. A Telecommunicator on light duty assignment may not engage in or maintain other work or employment during the light duty period unless such work is approved in advance by the Village, and the work is consistent with light duty restrictions.

If a Telecommunicator engages in other work or employment during the light duty assignment period, the Telecommunicator will be deemed to have voluntarily terminated their employment, unless the other work or employment was approved in advance, in writing during the light duty period by the Director of Human Resources or designee. The Director of Human Resources or designee shall have the sole authority to approve or deny a Telecommunicator's request to engage in other work or employment during the light duty period.

Section 13.5: Personal Assets No covered member shall be required or requested to disclose any item of their property, income, assets, source of income, debts or personal or domestic expenditures, including those of any member of the Telecommunicator's family or household, except as required by law.

Section 13.6: Employee Notification A copy of any disciplinary action or material related to a Telecommunicator's performance which is placed in the personnel file shall be given to the

Telecommunicator within five (5) calendar days of being placed into the personnel file. At the Telecommunicator's request, a rebuttal may be offered to any item placed in the Telecommunicator's personnel file subject to the conditions of the Personnel Record Review Act and subsequent revisions. The Village agrees that any disciplinary files that are over three (3) years old will be removed from an employee's file and will not be used as the basis of further discipline of an employee. Such information may be maintained in a separate file for the sole purpose of conforming with legal requirements, judicial orders or in the defense of the Village and/or employee in litigation. Access to such file shall be limited to the Village Attorney, the Director of 911, and the Director of Human Resources, or designees. The Employer's personnel files, disciplinary history, and investigative files relating to any Telecommunicator shall be open and available for inspection by the affected individual or Union Representative, with the written permission of the affected employee, during regular business hours by appointment with the Director of Human Resources or designee. Employees who wish to schedule an appointment to review their personnel files shall complete a Request to Review Personnel Records Form and submit the completed form to the Director of Human Resources or designee.

Section 13.7: Legal Representation The Village shall provide legal representation of its choosing to Telecommunicators in any civil cause of action brought against a Telecommunicator resulting from or arising out of the performance of duties. Telecommunicators shall cooperate with the Village during the course of the investigation, administration or litigation of any claim.

Section 13.8: Release of Information The home addresses, telephone numbers, personal information and individual photographs of Telecommunicators shall not be disclosed by the Employer to the media or general public at any time unless either: (a) the disclosure is required by relevant law (e.g., the Freedom of Information Act ("FOIA")) and the concerned employees are notified of the release; or (b) the Telecommunicator gives approval for such disclosure in writing in advance of the information release. Personal information means, for purposes of this Section, information about a Telecommunicator that is not job related. Qualifications and job-related educational accomplishments may be disclosed, but the educational institution(s) the Telecommunicator attended will not be identified, except as otherwise required by law. Photographs that identify the Telecommunicators by name shall not be disclosed, but group photographs that do not identify subjects by name may be disclosed, except as otherwise required by law.

Section 13.9: Annual Labor Conference Attendance One (1) Telecommunicator shall be permitted to use any applicable benefit time, including shift trades, vacation, compensatory time or day-off switches but not sick days, to the extent all requirements for use of such time are satisfied, to attend the FOP Annual Labor Council Conference or training.

Section 13.10: Labor Council/Steward Representation After receiving the permission of the Director of 911 or designee, which shall not be unreasonably denied, authorized representatives of the Labor Council or unit stewards shall be permitted to meet with Telecommunicators during working hours as long as their presence does not interfere with the operations of the Dispatch Center. The Director of 911 or designee shall designate one (1) or more locations where such meetings may take place. The Village shall provide the FOP Labor Council and bargaining unit

representatives with an opportunity to meet with newly hired bargaining unit members within ten (10) days after their start date.

Section 13.11: Indemnification The Village agrees to indemnify Telecommunicators in accordance with the provisions of 65 ILCS 5/1-4-6, or as amended.

Section 13.12: Labor-Management Committee At the request of either party, the designated Union Steward, Union Representative and the Director of 911 or designees may meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Union Stewards, Union Representative may invite other bargaining unit members (not to exceed two, unless otherwise mutually agreed to in a specific instance) to attend such meetings and other resource individuals. The Director may invite other Village representatives (not to exceed two, unless otherwise mutually agreed to in a specific instance) to attend such meetings and other resource individuals.

The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Such meetings shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties; and
3. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings." Nor shall such meetings be used for purpose of seeking to negotiate changes to the terms of this Agreement. Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with work time. Attendance during work time will be permitted only upon the prior approval of the Director of 911 or designee. An employee's attendance at a Labor Management Meeting during their non-work time will not be compensated by the Village.

Section 13.13: Bulletin Board The Employer shall provide the Labor Council with a designate secured bulletin board in a conspicuous place not in public view for purposes of posting of Union notices or announcements of a non-political and non-inflammatory nature. All postings shall be limited to the bulletin board. Copies of such postings shall be provided to the Director of 911 or designee when posted.

Section 13.14: Deferred Compensation Program Covered members may have the option of participating in the Deferred Compensation Program as offered to non-union Village employees, as the same may be changed from time to time by the Village.

Section 13.15: Educational Assistance Program Telecommunicators may participate in the Village's Educational Assistance Program, pursuant to the Village's Educational Assistance Program policy set forth in the Employee Handbook, as the same may be changed from time to time by the Village.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 14.1: Purpose The provisions of this Article relating to hours of work, hourly rate, overtime, and shift selection and rotation are intended to provide a basis for calculating overtime compensation, and are not to be construed as a guarantee of days or hours of work for any period.

Section 14.2: Shift Selection Prior to the first Wednesday of November, all non-probationary Telecommunicators shall present to the Director in order of preference, their requests for yearly shift assignments. Seniority shall prevail in the selection process. The shift assignment will be worked commencing February 1 for a period of one (1) year. Vacancies occurring during the year shall be filled by the most senior Telecommunicator bidding for the vacancy. If no Telecommunicators bid for the position, said position shall be filled by the least senior Telecommunicator. Positions shall be posted for no less than seven (7) calendar days.

Prior to selection, the Director of 911 shall designate the number of Telecommunicators to be assigned to each of the shifts. The Director shall retain the right to change the number of Telecommunicators assigned to each of the twelve (12) hour shifts prior to the start of the selection process.

Section 14.3: Days Off Switches/Trades Telecommunicators may request in writing to switch their workdays and days off within their own scheduled work periods. Upon written approval of the switch by the Director, switches will be completed within two (2) weeks of the trade. Telecommunicators may request to trade their workdays, days off, and shifts with other full-time or part-time Telecommunicators, or Team Leads. Telecommunicators will not work a double shift due to a trade. All switches or trades require written approval of the Director of 911 or designee.

Section 14.4: Adjusting Work Hours – Unscheduled Overtime Telecommunicators will not work more than eighteen (18) consecutive hours absent emergency circumstances, during which Telecommunicators may be required to work in excess of eighteen (18) hours until relieved or until the emergency has ended. When staffing shortages occur, a Telecommunicator may be called in early for their tour of duty or may be required to extend their tour of duty. Although every attempt will be made to fill unscheduled overtime per seniority, such extension of a tour of duty shall be on a voluntary basis in order of seniority; but if no one accepts, then the vacancy will be filled by required needed Telecommunicators to work on the basis of inverse seniority, or part-time Telecommunicators or Team Leads may be utilized. There should be a minimum of eight (8) hours off between work shifts unless the employee voluntarily waives this requirement, or unless there is an emergency.

Section 14.5: Training Days A training day will normally be considered an eight (8) hour work day. The eight (8) hour day(s) scheduled instead of a twelve (12) hour day during one (1) or both work weeks of a payroll period can be applied to training days whenever practical. Regular days off may be adjusted to accommodate training days.

Telecommunicators assigned to the Director of 911 to training programs and/or duty assignments shall be reimbursed for travel expenses, in accordance with the Village's travel policies, as the same may be changed from time to time by the Village. When the travel extends beyond the Chicago metropolitan area, such travel day shall be considered the Telecommunicators' assigned duty day under the following circumstances:

- a) When a Telecommunicator travels more than four (4) hours and less than eight (8) hours total (from the Village to the training site), the Telecommunicator shall be granted one (1) travel day; or
- b) When a Telecommunicator travels more than eight (8) hours from the Village to the training site, the Telecommunicator shall receive two (2) travel days; or
- c) When a Telecommunicator travels by air transportation beyond a three hundred (300) mile radius of the Village, the Telecommunicator shall receive one (1) travel day for each day an airplane flight is utilized by the Telecommunicator.

Section 14.6: Use of Accrual and Benefit Time Vacation, sick, personal time and holiday time will be earned in eight (8) hour increments. Use of this time will require using twelve (12) hours of benefit time in order to obtain a twelve (12) hour day off. Vacation, sick, personal and holiday time must be used in four (4) hour increments. Employees must submit a Leave Request Form prior to the leave request, unless an emergency situation exists.

Section 14.7: Requesting Time Off Covered members desiring to utilize compensatory time or holiday time leave must submit a Leave Request Form prior to the 15th of the preceding month that the benefit days/hours are requested, except for emergency situations. All leave requests submitted prior to the 15th will be granted by seniority of Telecommunicators on the same shift. Once approved, such leave shall not be arbitrarily or capriciously denied or rescinded. All leave requested on or after the 15th of the preceding month may be granted on a first-come, first-served basis, if they require no hireback and can be voluntarily filled.

Section 14.8: Overtime Hours worked in excess of forty (40) hours in a Sunday through Saturday work week will be compensated on the basis of time and one-half (1.5 times) the Telecommunicator's straight time hourly rate of pay. If a Telecommunicator is forced back, the Telecommunicator will be paid one (1) additional hour at the overtime rate. Overtime shall be paid on the basis of time and one-half (1.5 times) the Telecommunicator's straight time hourly rate of pay for hours worked in excess of twelve (12) hours per shift. The regular straight-time hourly rate of pay for purposes of this Agreement for all employees is the annual salary divided by 2,080 hours. All paid time shall count toward the calculation of overtime.

When the Director of 911 or designee establishes the schedule for the following month, scheduled vacancies shall be filled according to the following schedule:

Round 1 (15th through 18th of the month): Full-time Telecommunicators may sign up for up to twenty-five percent (25%) of the scheduled vacancies according to their seniority. Full-time Telecommunicators must sign up for full twelve (12) hour shifts.

Round 2 (19th through 23rd of the month): Part-time Telecommunicators may sign up for any remaining scheduled vacancies.

Round 3 (24th through 27th of the month): Full-time Telecommunicators may sign up for any remaining shifts according to seniority, then part-time Telecommunicators and Team Leads may sign up for any remaining scheduled vacancies in six (6) or twelve (12) hour shifts. If a full-time Telecommunicator signs up for less than a twelve (12) hour shift, a lower seniority full-time Telecommunicator may bump the higher seniority full-time Telecommunicator if the lower seniority full-time Telecommunicator signs up for the full twelve (12) hour shift.

Round 4 (28th of the month): Full-time Telecommunicators may be forced back to fill any remaining scheduled vacancies, according to the terms of Section 14.11 of this Agreement.

The following month's schedule shall be posted on the 29th of the preceding month.

Section 14.9: Call Back A call back is defined as an official assignment of work that does not continuously precede or follow a Telecommunicator's regularly scheduled work hours and which is typically for less than a full twelve (12) hour shift. Overtime rates will be paid for all hours worked on a call-back basis, with a minimum of three (3) hours pay at overtime rates guaranteed.

Telecommunicators will be called in the order of seniority. Telecommunicators shall provide to the Director of 911 or designee a primary phone number to be called during the call back process. If the Telecommunicator does not answer the call, the caller shall leave a message (if possible) indicating that the Telecommunicator has been called pursuant to the call back process. The caller shall proceed to the next Telecommunicator on the list, and will not provide a time period in which the Telecommunicator may call back.

Section 14.10: Unscheduled Overtime Unscheduled overtime is an instance when a covered member works an extra shift (or a portion thereof) to cover that time frame. When the Village becomes aware of a vacancy or other need, it shall post a request for volunteers from unassigned, full-time Telecommunicators of the affected shift, if there is sufficient time to do so, using the call back process set forth in Section 14.9. Among the volunteers, the most senior full-time Telecommunicator shall be selected. If time is too short to post a request, but there is sufficient time to call affected full-time Telecommunicators, such calls shall be made in order of seniority. Telecommunicators may not generally work in excess of eighteen (18) consecutive hours within any twenty-four (24) hour period. A Telecommunicator may find a suitable substitute Telecommunicator to cover the shift if advanced written notice is provided to the Director of 911 or designee.

Section 14.11: Force Back In the event that the Director of 911 or designee determines that there is an unscheduled shift vacancy which must be filled, the Director or designee will attempt to fill the vacancy through the unscheduled overtime process. If there are no volunteers for unscheduled overtime or if insufficient time is available to make calls, the Director of 911 may fill the vacancy with part-time Telecommunicators or Team Leads, or may force back the least senior full-time Telecommunicator of the shift affected shall be called back involuntarily. Force

back hours shall be paid at time-and-one-half (1.5 times). Telecommunicators forced back shall be paid one (1) additional hour of time-and-one-half (1.5 times).

Section 14.12: Court Time Telecommunicators required to attend court on behalf of the Village outside their regularly scheduled work hours shall be compensated for such time at the overtime rate of pay. A minimum guarantee of three (3) hours overtime will be paid for court. Telecommunicators will be paid at the overtime hourly rate when attending court past their scheduled work day.

Section 14.13: Communications Training Officer Telecommunicators assigned in the capacity of Communications Training Officer shall be compensated an additional one (1) hour of straight time pay or compensatory time (accumulated at the same rate) per the Telecommunicator's choice for each six (6) hour shift training employees in the capacity of Communications Training Officer.

Section 14.14: Compensatory Time Telecommunicators will have the option of taking overtime pay or compensatory time (accumulated at the same rate) or any combination of such at the Telecommunicator's choice up to eighty-four (84) replenishable hours for the purpose of time off usage. Use of compensatory time shall be by mutual agreement between the Department and the Telecommunicator, absent any emergency, and such requests for compensatory time off will not be unreasonably denied by the Director of 911 or designee.

Section 14.15: Working Out of Classification When a Telecommunicator assigned by the Director of 911 to serve in the position of acting Team Lead, that Telecommunicator will be paid an additional three dollars (\$3.00) for each hour worked in such capacity of acting Team Lead, provided that the Telecommunicator works as acting Team Lead for at least three (3) consecutive hours.

Section 14.16: No Pyramiding No Telecommunicator shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay, excluding Court Time.

ARTICLE 15: VACATIONS

Section 15.1: Vacation Vacation time is earned by Telecommunicators based on a calendar year schedule commencing on January 1. Unused, but earned vacation time shall be allowed to be carried over to a maximum of two-hundred-forty (240) hours. Telecommunicators are required to use at least fifty percent (50%) of all accrued vacation the year in which it is accrued. A maximum of fifty percent (50%) of vacation accrued may be carried over to the following year.

Section 15.2: Accrual of Vacation Time Vacation time shall be accrued according to the following schedule:

Years of Service	Hours Per Year
1-2	80
3	88
4	96
5	104
6	112
7-10	120
11-12	128
13-18	160
19-20	168
21	176
22 or more	208

Section 15.3: Vacation and Personal Time Scheduling During the vacation and personal time selection period (November 10 through December 15 of each calendar year), Telecommunicators in order of seniority shall make two (2) selections of thirty-six (36) to eighty-four (84) hours each. Such picks shall consist of a primary pick to be completed by all Telecommunicators, followed by a secondary pick. A maximum of one (1) employee may be scheduled off on leave per duty shift. Team Leads excluded from the bargaining unit who are assigned to twelve (12) hour shifts and considered part of regular shift coverage shall be included in this vacation selection process based on hire date (overall seniority). When the selection period closes, selections made in compliance with these criteria will be posted by the Director of 911 or designee. A confirmed selection will not be canceled by the GPSDC even if an unscheduled overtime situation is subsequently created. A request for cancelation of vacation or personal time requested during the original selection process must be made in written notice to the Director of 911 or designee no later than first of the month preceding the month the vacation is scheduled for. Only under extraordinary circumstances will the cancelation or modification of previously scheduled vacation or personal day(s) be considered, and only if it is approved in writing by the Director of 911 or designee.

After the selection period, any additional vacation or personal time requests must be submitted prior to the fifteenth (15th) of the month preceding the month the vacation time is requested.

Section 15.4: Vacation Cash Out Upon separation, Telecommunicators have the option of being paid for up to two-hundred-forty (240) hours vacation and/or be allowed to place vacation time earned into a 457 retirement or Section 125 health spending account. The Village may allow Telecommunicators to take vacation time during the calendar year that has not yet accrued, but will accrue later in that same calendar year. Telecommunicators will be provided pro-rated vacation time prior to their first January 1 as a Village employee according to their date of hire.

ARTICLE 16: INSURANCE

Section 16.1: Comprehensive Medical Program A comprehensive medical program selected by the Village will be provided during the term of this Agreement. The Village reserves the right to amend, revise, add or delete, or change in any manner the substances or practices of insurance benefits (e.g., to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate), as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed. Such changes shall include those recommended by the Plan Administrator or the Village's Insurance Consultant in order to maintain sound fiscal funding or to adopt generally recognized cost containment measures, and shall be presented to the Union for review and discussion prior to implementation. The Village currently provides two (2) health care plans from which the Telecommunicators may choose.

A summary of the current plan design of each program is attached as Appendix D. The choice of plans must be exercised during the Village's open enrollment period, which is noticed and held annually, or at the time a Telecommunicator experiences a qualifying event (including, but not limited to marriage, divorce, death of a spouse, birth or adoption of a child, etc.).

The percentage of premium paid by Telecommunicators is set forth as follows:

	2009	2010	2011	2012
HMO	0%	5%	11%	16%
PPO	12%	15%	18%	19%

Section 16.2: Health Insurance Buyback Telecommunicators may participate in the Village's Health Insurance Buyback program, as stated in the Village's Employee Handbook, as the same may be changed from time to time.

Section 16.3: Dental Care The Village will provide a dental reimbursement plan for full-time Telecommunicators and eligible dependents. It provides reimbursement for fifty (50) percent of dental expenses not covered by a health insurance plan, up to a maximum reimbursement of \$1,500.00 per family, per calendar year. The Village shall retain the right to change dental plans, including dental plan providers, during the term of this Agreement, so long as the dental plan offered to Telecommunicators in the bargaining unit is the same plan available to other regular full-time, non-union Village employees. The plan year runs from January 1 through December 31.

Section 16.4: Life Insurance Life insurance is provided for all full-time Telecommunicators. The amount of insurance is \$50,000.00 prior to age 70, and \$7,500.00 after age 70. Coverage ceases upon separation from Village employment.

Section 16.5: Terms of Policies to Govern The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with said terms and conditions in said policy, and shall not be subject to the grievance procedure set forth in this Agreement.

Section 16.6: Flexible Spending Account Section 125 Covered members have the option of participating in the flexible spending account (Section 125) plan as offered to all non-union Village employees, as the same may be changed from time to time by the Village.

ARTICLE 17: HOLIDAYS

Telecommunicators shall receive fifty-six (56) hours of holiday time per year: New Year’s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day (December 25). Holidays worked between 12:00 a.m. and 11:59 p.m. are paid at double time or can be banked as compensatory time.

ARTICLE 18: UNIFORMS

Effective January 1, 2010, Telecommunicators shall receive \$600.00 each year for uniforms, subject to all normal withholdings. The Village will continue to provide initial uniforms, accessories and related equipment which the Director of 911 or designee deems appropriate. Uniform allowances shall be paid each February.

Uniform specifications shall be determined by the Director of 911 or designee and posted in the GPSDC at least annually in February, and may be updated from time to time.

Telecommunicators are required to maintain a clean, well-groomed appearance, including a well-maintained uniform which complies with the specifications set forth by the Director of 911 or designee.

ARTICLE 19: WAGE RATES

Section 19.1: Wages Effective January 1, 2010, the following wages shall be in effect for Telecommunicators:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2010	\$54,000.58	\$56,646.05	\$59,422.29	\$62,333.98	\$65,388.35	\$68,592.38	\$71,953.40	\$75,600.81
2011	\$55,620.60	\$58,345.43	\$61,204.96	\$64,204.00	\$67,350.00	\$70,650.15	\$74,112.01	\$77,868.83
2012	\$57,289.21	\$60,095.79	\$63,041.11	\$66,130.12	\$69,370.50	\$72,769.65	\$76,335.37	\$80,204.90

Telecommunicators hired between January 1 and June 30 will be eligible for a step increase (provided that they are not hired at the top step) effective January 1 of the following year, provided that the Telecommunicator receives a “meets expectations” or higher on the Telecommunicator’s annual performance evaluation. Telecommunicators hired between July 1 and December 31 will be eligible for a step increase (provided that they are not hired at the top step) effective the second January 1 after their hire date, provided that the Telecommunicator

receives a “meets expectations” or higher on the Telecommunicator’s annual performance evaluation.

Section 19.2: Longevity Pay Longevity will be paid in December of each year. Employees will receive their full longevity amount based on the number of years completed as of December 31 of the current year. Appropriate federal and state taxes, and other applicable withholdings (i.e., deferred compensation, etc.) will be withheld from the longevity check.

The Village’s longevity plan provides an annual indexing adjustment. The index number is the September Consumer Price Index for urban wage earners for the Chicago area. This index is applied to the following year’s longevity schedule.

2009 Longevity Schedule

Years of Service	Amount
7	\$722.47
8-9	\$868.33
10-11	\$940.11
12-13	\$1,015.88
14	\$1,083.42
15	\$1,366.05
16-17	\$1,439.26
18	\$1,525.53
19	\$1,583.42
20 or more	\$1,723.03

Section 19.3: Retirement/Service Recognition Payment Any full-time Telecommunicator hired before July 7, 2009 who retires from their position after completion of twenty-five (25) or more consecutive years of service to the Village shall receive payment equal to one (1) month’s salary at the employee’s rate of pay at retirement.

ARTICLE 20: EFFECT OF POLICE INTEREST ARBITRATION AWARD

If the Police Union receives a greater wage and insurance package than that contained in this Agreement, as an interest arbitration award, the same package shall be applied to the Telecommunicators at the same time and on the same terms. This provision shall only apply to an interest arbitration award to the Police Union during the term of this Agreement.

ARTICLE 21: SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and, upon issuance of such a decision, the Village and the Union agree to notify

one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 22: ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 23: TERM OF AGREEMENT

Section 23.1: Term of Agreement This Agreement shall become effective as of the date the Agreement is executed by both parties and shall remain in full force and effect to and including December 31, 2012. After December 31, 2012, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a further period of one (1) year unless either party gives written notice of a desire to modify or amend this Agreement at least sixty (60) days prior to December 31, 2012 or prior to the end of any yearly period thereafter.

Section 23.2: Continuing Effect Notwithstanding any provision or provisions of this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

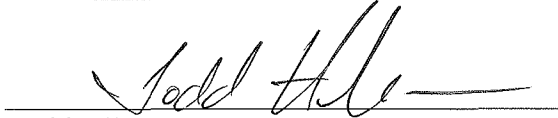
IN WITNESS WHEREOF, the parties herto have affixed their signatures this
_____ day of _____, 2009.

For the Village of Glenview:



Kerry D. Cummings
Village President


Date: _____



Todd Hileman
Village Clerk

Date: _____

For the F.O.P. Labor Council:



Ernest Banac
Unit Representative

Date: 12/01/09



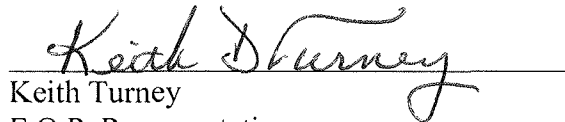
Steven Delatorre
Unit Representative

Date: 12-01-09



Michael Karp
Unit Representative

Date: 12-01-09



Keith Turney
F.O.P. Representative

Date: 12/01/09

APPENDIX A: DUES AUTHORIZATION FORM

**Dues Authorization Form
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my Employer, Village of Glenview, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the Collective Bargaining Agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

APPENDIX B: GRIEVANCE FORM



GRIEVANCE

(use additional sheets where necessary)

Lodge No. _____
Year _____

Date Filed: _____

Department: _____

Briefly state the facts: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles _____

Remedy Sought: _____, in part and in whole, make grievant whole _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative

Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

Signature

FOP Representative

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX C: EFFECTS OF OUTSOURCING

In the event the Village of Glenview, in the exercise of its sole discretion makes a final decision to subcontract or privatize work which was being performed by members of the bargaining unit and such decision directly leads to the layoff of full-time members of the bargaining unit, the Village of Glenview shall provide the employees with a ninety (90) calendar day notice or pay in lieu of notice. In the event an employee or employees are to be laid off, the Village of Glenview will work with the new employer to place laid off workers with the new employer, but cannot guarantee hire by the new employer. The laid off employee shall be eligible to apply for open positions within the Village of Glenview. The Village agrees to provide the following to the laid-off employee(s):

1. Pay to the employee the value of the employer's portion of the health insurance premium, subject to all normal withholdings for the employee to maintain current medical coverage provided by the Village according to the following schedule:
 - a. 60 calendar days of medical insurance coverage: Zero (0) through five (5) years of completed service
 - b. 150 calendar days of medical insurance coverage: Start of sixth (6th) year of service through completion of sixteen (16) years of service
 - c. 270 calendar days of medical insurance coverage: Start of seventeenth (17th) year of service and beyond.
2. Pay the employee an amount equal to forty (40) hours of compensation for every year of completed full-time service to the Village of Glenview in a position covered by this Agreement at the time of the layoff. The minimum amount paid shall be equal to two-hundred (200) hours, and the maximum shall be equal to seven-hundred-twenty (720) hours. This payment shall be subject to all normal withholdings.
3. Pay the employee for earned but unused vacation, holiday, personal or compensatory earned to date, and any other applicable benefit time or reimbursement owed at time of separation. This payment shall be subject to all normal withholdings.
4. Pay the employee for twenty-five percent (25%) of earned but unused sick leave at the time of separation. This payment shall be subject to all normal withholdings.
5. Provide Employee Assistance Program services for one-hundred-eighty (180) calendar days;
6. Provide outplacement services for one (1) year, or until such employee gains employment;
7. Upon request, provide a neutral employment reference letter to such employee;
8. Upon request, provide affected laid off employees with available copies of training certificates and other awards earned while employed by the Village.

In exchange for the foregoing, the Union waives any right to bargain over the impact or effects of any decision the Village may make to contract out, subcontract or privatize work performed by bargaining unit members.

APPENDIX D: HEALTH INSURANCE

Medical Plans

	BlueCross BlueShield New PPO effective 1/1/09	BlueCross BlueShield Medical HMO
Lifetime Maximum	\$5,000,000	Unlimited
Coinsurance		
Network	90%	N/A
Non-Network	70%	
Deductible		
Network	\$250 Individual / \$500 family	N/A
Non-Network	\$600 Individual / \$1,200 family	
Out-of-Pocket (includes deductible)		
Network	\$1,000 Individual / \$3,000 family	N/A
Non-Network	\$3,000 Individual / \$6,000 family	
Office Visit Copay		
Network	\$10 Copay Primary; \$20 Copay Specialist	\$20, then 10.0%
Non-Network	Deductible applies, 70%	Not covered
Hospital Care		
Network	Deductible applies, 90% with authorization	100%
Non-Network	Deductible applies, 70% with authorization	Not covered
Hospital Emergency Care		
Network	100% after \$75 copay (waived if admitted)	100% after \$75 copay (waived if admitted)
Non-Network		
Other Covered Services		
Network	Deductible applies, 90%	100% after applicable office copay
Non-Network		Not covered
Prescription Drug	Administered by MEDCO	Administered by MEDCO
Retail (30-day supply)	\$50 combined retail/mail-order deductible, then 15% generic/ 30% brand name formulary/30% non-formulary (\$100 maximum copay per script)	\$10 generic/\$15 brand name formulary/ \$30 non-formulary
Mail Order (90-day supply)	\$50 combined retail/mail-order deductible, then 10% generic/ 20% brand name formulary/20% non-formulary (\$200 maximum copay per script)	\$20 generic/\$30 brand name formulary/ \$60 non-formulary
Wellness		
Network	Covered at 100% network/70% non-network to a max of \$750 per member. Wellness exceeding \$750 covered at 90% network/60% non-network	\$20, then 10.0%
Non-Network		Not covered
Vision	Not covered	Routine vision exam: \$20; glasses and/or contact lenses are limited to \$75 every 24 months