

**AGREEMENT BETWEEN**

**VILLAGE OF GLENVIEW**

**AND**

**&**

**ILLINOIS FRATERNAL ORDER OF POLICE**

**January 1, 2011 – December 31, 2012**

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## **PREAMBLE**

This Agreement is entered into between and by the Village of Glenview, an Illinois Municipal Corporation (hereinafter referred to as the “EMPLOYER” or “VILLAGE”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “COUNCIL” or “UNION”).

The purpose of this Agreement is to set forth the parties agreement covering wages, hours of employment, practices, working conditions and other terms and conditions of employment and to provide a mechanism for preventing as well as promptly and fairly adjusting grievances without unreasonable interference with the operations of the Police Department. The Council and Village are committed to fostering a work environment of mutual trust, respect, fairness, dignity and commitment to excellence in service of the community.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1. RECOGNITION**

The Village hereby recognizes the Labor Council (as Certified by the Illinois Labor Relations Board State Panel April 20, 2006, Case # S-RC-06-159), as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours of employment, or other terms and conditions of employment.

The positions included in the bargaining unit are full-time sworn police Officers of the Village of Glenview below the rank of Sergeant.

Positions excluded from the above bargaining unit shall include all other employees of the Village of Glenview and supervisors and managerial and confidential employees as defined by the Act.

## **ARTICLE 2. NON-DISCRIMINATION**

### **Section 2.1 - Equal Employment Opportunity**

The Village will continue to provide equal employment opportunity for all Officers 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.

### **Section 2.3 - Unit Representatives**

The names of employees selected as Unit Representatives who may represent employees at each Step of the grievance procedure shall be certified in writing to the Village by the Union. One (1) Unit Representative will be released to participate in the grievance processing procedure if such participation is requested by the Grievant, so long as it does not unreasonably affect the Representative's duties or unreasonably interfere with the operations of the Police Department.

Nothing in this Agreement prevents an employee from processing a grievance at Step 1 without the intervention of the Union provided the Union is afforded an opportunity to be present at any grievance meeting and that any settlement shall be consistent with the terms of this Agreement, and that a copy of the settlement shall be provided to the Union.

### **Section 2.4 - 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 Officer's family or household, except as required by law.

### **Section 2.5 - Seniority List**

The Employer shall prepare a list on or before January 1<sup>st</sup> of each year setting forth the present seniority dates for all covered members and provide a copy yearly to the Council. Such list shall finally resolve all questions of seniority affecting covered members covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure if grieved within thirty (30) calendar days of the posting of the list.

### **ARTICLE 3. BULLETIN BOARDS**

The Employer shall provide the Council with a designate secured bulletin board in a conspicuous place not in public view for purposes of posting of Union/Unit notices or announcements of a nonpolitical and noninflammatory nature. All postings shall be limited to the bulletin board. Copies of such postings shall be provided to the Chief when posted.



#### **ARTICLE 4. LABOR-MANAGEMENT CONFERENCES**

The Council and Employer mutually agree in the interest of efficient management and harmonious employee relations to hold quarterly meetings at the request of either party between a Council representative, a representative of the affected covered members and responsible administrative unit representative of the Employer. Such meetings shall be considered as time worked. Unit representatives, who are on their regular day off status on the day of such conferences, will not be compensated for attending the Labor-Management Conference. Additional meetings may be held by agreement between the parties. Such meetings may be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor-management conference" and providing the agenda for the meeting. A maximum of four (4) Council representatives and four (4) Employer representatives (plus a visitor as an information resource when warranted) shall be permitted to attend the meeting. The issues addressed at a Labor Management Conference shall be limited to:

Discussion on the implementation and general administration of this Agreement;

A sharing of general information of interest to the parties;

Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees; and

Safety issues.

The Employer and Council agree to cooperate with each other in matters of administration of this Agreement, and to effectuate the purposes and intent of the parties. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

## ARTICLE 5. SICK LEAVE

Sick leave with pay may be taken in the event of an Officer's illness, injury off the job, disability, or quarantine due to a contagious disease (except injury or disability incurred as a result of outside employment or self-employment) that is of an incapacitating nature sufficient to justify absence from work.

In addition, sick leave will also be allowed in limited instances, with the approval of the Chief, or designee, to obtain treatment from a medical care provider during hours of work in the Department provided the Officer has been unable to schedule the appointment during non-working hours, or also to care for a sick or injured family member (Officer's spouse or dependent children). Such approval shall not be unreasonably withheld. The Officer shall notify the Chief or his designee if he/she is requesting sick leave. The Village may require an Officer to submit a physician's verification for the Officer's illness or the illness of a family member when sick leave is used under this Section, only when the Officer is absent for more than three (3) consecutive shifts.

The Officer 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. Officers beginning employment from the 1<sup>st</sup> through the 15<sup>th</sup> day of the month will be credited with eight (8) hours of sick leave for that month of service. Officers beginning the 16<sup>th</sup> 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, or unpaid leave of absence.

Notification of absence due to sickness or non-job related injury shall be provided by the Officer to the Deputy Chief or designee as soon as the Officer is reasonably aware that he/she is or will be unable to report to duty, and in any event no less than one (1) hour prior to the Officer's scheduled starting time for each shift day the Officer is off (unless notification of subsequent successive shift days is waived by the Deputy Chief.)

Sick leave hours will be deducted from the employee's sick leave allowance based on the number of duty hours the Officer is absent from work. A minimum of four (4) hours of sick leave must be taken when Officers use sick leave. An Officer's accumulated sick leave hours shall be made available upon reasonable request by calling, writing or e-mailing the Deputy Chief's office.

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

Unused sick leave may be accumulated from year to year up to a maximum of 2,000 hours. An Officer who has 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 percent (25%) of the unused sick leave earned in that year above 1,200 hours. At the time an Officer retires, the

Officer shall be paid at their straight time hourly rate for thirty-five percent (35%) of all unused sick leave hours accrued above 1,500 hours to the maximum of 2,000 hours, to pay the cost for the premium for any health insurance that is available through the Village up to an annual maximum of \$3,600 until the total amount is exhausted.

An Officer who has accumulated the maximum work hours of sick leave 2,000 and who has not used the current year's sick leave, shall, at the end of the year, be paid at their straight time hourly rate for twenty-five percent (25%) of the unused sick leave for that year.

Officers may donate sick leave to another Officer in case of that Officer's own serious medical condition or the serious medical condition of the Officer's spouse or dependent children. No Officer may receive any donated sick leave until his/her sick leave accrual and other accrued paid leave has been exhausted. No Officer shall receive more than seven hundred twenty (720) hours in any calendar year. Donations of sick leave will be taken from the donor's accrued time and are not chargeable to annual sick leave payout eligibility. No donated sick leave may be used by the donee to accumulate sick leave for payment under this Section; such unused leave will be recredited to the donor.

For purposes of the provisions contained with this Section, "abuse" of sick leave is the utilization of such for reasons other than those stated within this Section. If the Village suspects abuse of sick leave, the Chief may request, at the Village's expense, that the Officer 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 Officer may not be paid for such leave taken. Continued abuse of sick leave shall subject the Officer to appropriate disciplinary action pursuant to the terms of this Agreement.

In the event an Officer dies while employed by the Village, the Village will make payment to the Officer's beneficiary or estate for twenty-five percent (25%) of accumulated unused sick leave at the rate of pay for that Officer at the time of death. If the death occurs while the Officer is in the line of duty, the Village will make payment to the employee's beneficiary or estate for fifty percent (50%) of accumulated sick leave at the rate of pay for the employee at the time of death.

## ARTICLE 6. MANAGEMENT RIGHTS

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 following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to train, transfer and layoff employees; to schedule and assign work; to establish work and reasonable productivity standards and, from time to time, to change those standards; to administer overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to maintain an effective internal control program; to determine the overall budget, and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement, and such exercises are subject to the provisions of Sections 4 and 7 of the Illinois Public Labor Relations Act. In the event the President of the Board or the Village Manager, in their sole discretion, declares that a civil emergency exists, the provisions of the Agreement may be temporarily suspended in order to meet the needs of the community, provided that wages and monetary fringe benefits shall not be suspended. For purposes of this Agreement, a civil emergency includes: (1) 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; (2) 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 or more persons acting together; (3) any situation threatening homeland security; or (4) other events of a similar nature and magnitude.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

### **Section 7.1 - Definition**

A grievance shall be defined as a dispute or difference of opinion, which has arisen between the parties alleging that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement. If a Grievant's reasonable information request is not responded to within three (3) business days, the Grievant's response time at that Step of the grievance will be extended by the number of days that the response was delayed. Such disputes shall be settled in accordance with the following procedure. Covered members shall have the alternate right to file a grievance on their discipline cases of five (5) days or less or have such reviewed by the Board of Fire and Police Commissioners. An employee seeking review by the Board of Fire and Police Commissioners may not subsequently elect to file a grievance. No grievance may be filed contesting discipline in excess of five (5) days of suspension or dismissal. A "Grievant" is defined to include a covered member, members or the Council.

### **Section 7.2 - Procedure**

#### **STEP 1. WRITTEN TO UNIT COMMANDER**

The Grievant shall submit the grievance in writing on the attached Appendix A, dated and signed as defined above indicating the Article(s) and Section(s) allegedly violated and the remedy sought, to the Unit Commander or designee, no later than seven (7) calendar days of the circumstances giving rise to the grievance or when first known by the Grievant. The Unit Commander or designee shall respond in writing to the grievance within seven (7) calendar days, if the grievance is not satisfactorily settled or is resolved before that time. If the grievance is submitted by an Officer rather than the Union, the Officer shall be responsible for providing a copy of the grievance to the Union.

#### **STEP 2. APPEAL TO THE DEPUTY CHIEF**

Within seven (7) calendar days from the date of receipt of the Step 1 written response, the Grievant may, if the grievance is not settled at Step 1, proceed with the grievance to Step 2 and submit the grievance to the Deputy Chief whose area of responsibility is being grieved. If the grievance is not satisfactorily settled, or is resolved, the Deputy Chief shall respond in writing to the Grievant within seven (7) calendar days.

#### **STEP 3. APPEAL TO THE CHIEF**

Within seven (7) calendar days from the date of receipt of the Step 2 written response, the Grievant may, if the grievance is not settled at Step 2, proceed with the grievance to Step 3 and submit the grievance to the Chief or designee. If the grievance is not satisfactorily settled, or is resolved, the Chief or designee shall respond in writing to the Grievant within seven (7) calendar days.

**STEP 4. APPEAL TO THE VILLAGE MANAGER**

If the grievance is not settled in Step 3, the Grievant may, within seven (7) calendar days from the date of receipt of the Step 3 written response, proceed with the grievance to Step 4 and submit the grievance to the Village Manager or designee. If the grievance is not satisfactorily settled, the Village Manager or designee shall respond in writing to the Grievant within seven (7) calendar days.

**STEP 5. ARBITRATION**

In the event the grievance has not been satisfactorily settled within fourteen (14) calendar days of receipt of the Village's Step 4 written response, or if no written response is given by the date it was due, the grievance may be submitted to final and binding arbitration by the Union only. The parties shall first attempt to agree upon the selection of an arbitrator. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly 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 and reside in Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one (1) name remaining, who shall be the Arbitrator. The parties shall determine by a coin toss which party shall strike the first name. The loser of the coin toss shall strike first. The Arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and the Union representatives. The parties, by written agreement, may submit a decision in writing within thirty (30) days following the close of the hearing or the submission of the briefs by the parties, whichever is later. Any decision or award rendered within the limitations of this Article and applicable law shall be final and binding upon the Village, the Council and covered members.

**Section 7.3 - Limitation on Authority of the Arbitrator**

Jurisdiction of the Arbitrator shall be limited to only the particular dispute before the Arbitrator, and the Arbitrator shall have no power or authority to add to, subtract from, modify, nullify or ignore the terms of this Agreement.

By mutual agreement, the parties may agree in writing to utilize expedited arbitration. In an expedited arbitration procedure, both parties shall waive their rights to submission of any briefs and/or stenographic recordings. The Arbitration proceedings must be continuous to a conclusion. The arbitrator must render a bench decision immediately following the close of the hearing followed by a written decision within seven (7) calendar days of the close of the hearing.

**Section 7.4 - Expenses of Arbitration**

Each party shall assume the cost of presenting its case before the Arbitrator. The fees and expenses of the Arbitrator and the cost of the initial written transcript provided to the Arbitrator, if any, shall be divided equally between the Village and the Union.

### **Section 7.5 - Processing and Time Limits**

All grievances shall be presented pursuant to this Article. All grievances must be appealed and all written responses given within the time limits established in each Step of the grievance procedure or they shall be considered resolved on the basis of the Village's last written response. Exceptions to these limits may be agreed to in writing by the parties. If the Village fails to provide a written response within the time limits so provided, the Grievant may appeal to the next Step. Only the FOP Labor Council and Village may settle the grievance at any step, such settlement shall be set forth in writing and signed by authorized representatives of the parties.

All grievance discussions, investigations and meetings shall take place in a manner that does not unreasonably interfere with Village operations. Covered members involved in grievance discussions, investigations and meetings shall be given reasonable notice of any meetings called by the Village or the Police Department. If the Council and Village settle the grievance at any step, such settlement shall be set forth in writing and signed by authorized representatives of the parties.

### **Section 7.6 - Employee Rights**

Covered members shall have all rights as set forth in 65 ILCS 5/10-2.1-17, or as amended, to have their discipline cases reviewed by the Board of Fire and Police Commission. Covered members shall have the alternative right to file a grievance on their discipline cases of five (5) days or less or have such reviewed by the Board of Fire and Police Commission. The filing of a grievance shall act as a waiver by the Council and covered member of the right to challenge the same matter before the Board of Fire and Police Commission. An employee seeking review by the Board of Fire and Police Commission may not subsequently elect to file a grievance. Discipline over five (5) days will be subject to the jurisdiction of the Board of Fire and Police Commissioners only.

### **Section 7.7 - Grievance Processing**

Reasonable time as scheduling and workload permits while on duty shall be permitted to Union Stewards for the purpose of assisting or otherwise representing members covered by this Agreement in the handling and processing of grievances. The Council shall inform the Department of those Officers who they will permit to perform the functions of a Union Steward. Prior to performing this function while on duty, the officer shall inform their supervisor.

### **Section 7.8 - Corrective Discipline**

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 dismissal, absent prior discipline, where it is warranted by the seriousness of the offense.

### **Section 7.9 - Just Cause Standard**

The Village agrees that non-probationary Officers may be disciplined only for just cause.

**Section 7.10 - Employee Notification**

A copy of any disciplinary action or material related to an Officer's performance which is placed in the personnel file shall be copied to the Officer within five (5) calendar days of being placed into the personnel file. At the Officer's request, a rebuttal may be offered to any item placed in the Officer's personnel file subject to the conditions of the Personnel Record Review Act and subsequent revisions.



## **ARTICLE 8. LEAVES OF ABSENCE**

### **Section 8.1 - Jury Duty**

The Village will provide regular pay to covered members for work hours missed due to jury duty regardless of shift or specialized units. 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. An Officer called for jury duty must present to their immediate Supervisor a copy of the jury summons in advance of the jury duty dates. Officers are permitted to keep any payment received from the court. Jury duty hours are counted as hours worked for the purpose of computing overtime pay. Covered members may not accept voluntary overtime assignments except for regularly scheduled days off while on jury duty.

### **Section 8.2 - Childbirth/Adoption Leave**

In addition to any other applicable leave benefits, Officers may take up to eighty (80) hours of paid Childbirth/Adoption Leave to be taken consecutively 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 your own spouse or domestic partner) or a relative adoption of a child (except where the adopting relative is your own spouse or domestic partner).

### **Section 8.3 - Application of Benefit Leave Time**

Covered members desiring to utilize compensatory time or personal days/hours must submit a written request prior to the 20<sup>th</sup> of the preceding month that the benefit leave days/hours are requested, except for emergency situations. All such leave will be granted by seniority, if they require no hireback. Once approved such leave shall not be denied or rescinded. All leave requested after the 20<sup>th</sup> of the preceding month shall be granted on a "first-come first-serve" basis, if they require no hireback. Once approved such leave shall not be denied or rescinded. Any legitimate conflict in requests between covered members will be resolved per their seniority.

### **Section 8.4 - Family and Medical Leave**

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 of July 7, 2009.

### **Section 8.5 - Family Military Leave**

Officers will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 *et. seq.* or as amended.

### **Section 8.6 - 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.

### **Section 8.7 - Catastrophic Injury or Death in the Line of Duty**

Officers will be afforded all applicable health coverage rights and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended.

### **Section 8.8 - Temporary Light Duty Assignments**

In order to aid a temporarily injured Officer through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities. Such assignments are only available to Officers who have completed at least one (1) full year of service.

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. Changes in employee hours and days of work may be made to facilitate a light duty assignment. Where an employee requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of Officers already out on vacation or other leave, the Department's current staffing needs, etc.) Such requests will not be unreasonably denied.

All requests for light duty and related communications must be directed to the Officer's immediate Supervisor. Before a light duty assignment will be considered, an Officer must submit a Light Duty Statement form to his/her Supervisor which has been completed and signed by the Officer's treating physician. Light duty is not available if the treating physician will 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 Department will determine whether any assignments are available that are consistent with the Officer's restrictions.

The Village reserves the right to require an Officer to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the Officer to work light duty.

#### **Duration of Light Duty**

For all injuries (whether work related or non-work related), light duty will be offered for up to three (3) months in a rolling year for the same condition, unless there has been a substantial improvement in such condition. If there is a substantial improvement in the Officer's condition (verified in writing by the Officer's treating physician) during the first three (3) months of light duty, the Officer may receive up to an additional three (3) months of light duty from the date of the substantial improvement. Light duty is not available to Officers with longer-term restrictions.

#### **Light Duty Assignment Scheduling and Pay**

An Officer working in a light duty capacity will continue to earn the hourly wages he or she earned before going on light duty. Officers on light duty are not eligible for overtime work unless requested by the applicable Unit Supervisor and consistent with the light duty restrictions.

An Officer on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If an Officer engages in other work or employment during the light duty assignment period, the Officer will be deemed to have voluntarily terminated his or her employment.

The Village agrees to comply with P.A. 095-0025, or as amended.

### **Section 8.9 - Victims' Economic Security and Safety Act Leave**

Officers 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 8.10 - Public Employee Disability Act Leave**

An Officer who sustains injuries and/or contracts a contagious disease in the line of duty which renders the Officer unable to perform his or her job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 *et. seq.* or as amended.

### **Section 8.11 - Definition of Family**

For purposes of leave under Article 8, Leaves of Absence, "immediate family" includes those persons related to the applicant by blood or marriage, including but not limited to: husband, wife, domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, stepgrandparent, or spouse thereof.

### **Section 8.12 - Leave to Vote**

Officers 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 8.13 - Personal Days**

On January 1<sup>st</sup>, following the completion of five (5) or more years of service to the Village of Glenview, Officers will be granted twenty-four (24) hours of personal leave each year. Personal time must be utilized during the calendar year when earned and cannot be carried over into the following year nor converted to compensatory time.

### **Section 8.14 - Bereavement Leave**

In order to assist Officers who have experienced a death in their immediate family, the Village has established a paid bereavement leave benefit. In the event of a death in the immediate family, a regular full-time Officer is eligible for paid time off of three (3) working days to handle

family affairs and attend the service. This paid time off is available only in conjunction with the service. Officers who must travel greater than three-hundred (300) miles to attend to the service may be granted up to two (2) additional working days of paid time off if approved by the Chief 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. In addition, any of the above listed related to your spouse or child, i.e., your spouse's uncle.

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

## **ARTICLE 9. GENERAL PROVISIONS**

### **Section 9.1 - Examination of Employee Records**

The Council representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Officer whose pay is in dispute or any other records of the Officer pertaining to a specific matter with the Officer's consent, unless protected under the current Personnel Record Review Act, 820 ILCS 401, or other applicable statute.

### **Section 9.2 - Inoculation and Immunization**

The Village agrees to pay all expenses for inoculation or immunization shots for covered members and upon prior approval of the Chief, their immediate family, when such becomes necessary as a result of said Officer's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis but not limited to where said covered member has exposed to said diseases.

### **Section 9.3 - Outside Employment**

Officers who engage in any secondary employment are required to comply with General Order 88-44, effective 9/1/88.

### **Section 9.4 - Deferred Compensation Program**

Covered members may have the option of participating in the Deferred Compensation Program as offered to all other Village employees.

### **Section 9.5 - Flexible Spending Account (125)**

Covered members have the option of participating in the Flexible Spending Account (125) as offered to all other Village employees.

### **Section 9.6 - Members Information**

Upon request, the Village agrees to provide the Union with employee information in accordance with Public Act 94-472, or as amended.

### **Section 9.7 - Impasse Resolution/Interest Arbitration**

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

### **Section 9.8 - The Uniform Peace Officers' Disciplinary Act**

The Village shall follow the procedure set forth in 50 ILCS 725/1 *et. seq.* or as amended.

**Section 9.9 - Disability/Health Insurance Premiums/and Other Coverages**

The Village will comply with the Public Employee Disability Act, 5 ILCS 345/1 or as amended.

**Section 9.10 - Council Negotiating Team**

Up to three (3) Officers designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur shall be excused from their regular duties for the purpose of attending scheduled negotiations only where the scheduled negotiations coincide with the Officers' duty hours. If a designated unit negotiating Officer is in regular day-off status on the day of negotiations, the Officer will not be compensated for attending the session.

**Section 9.11 - Bargaining Unit Work**

The Village may utilize the services of sworn part-time Officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, or as amended, provided that the use of sworn part-time Officers will not result in any layoffs or reduction of normal work hours worked by bargaining unit members. Overtime work including hirebacks requiring sworn Officers shall be offered initially to regular full-time Officers before being offered to part-time Officers.

**Section 9.12 - Representation**

The Department shall comply with the requirements set forth in 50 ILCS 725/1. et. seq., or as amended, the Uniform Peace Officers' Disciplinary Act. Furthermore, the Village shall adhere to all Officer rights to Union representation. The Department will provide a minimum of at least two (2) business days advance notice of any "interrogation," as that term is defined in the Disciplinary Act, in order to provide such Officer an opportunity to have a Labor Council representative present, but will not delay its interrogation in connection with such notice. No prior notice of an "informal inquiry," as that term is defined by the Disciplinary Act, is required. Union 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.

**Section 9.13 - Document Inspection**

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 9.14 - Representation at Disciplinary Meetings**

In any meeting called by command or supervisory or other Village personnel, in which the Officer reasonably believes that discipline may result from the meeting, the Officer may request Union representation and such request will be granted or the meeting will cease. Nothing in this Section shall be construed to limit or waive the Officer's rights under the Uniform Peace Officers' Disciplinary Act.

### **Section 9.15 - Legal Representation**

The Village shall provide legal representation of its choosing to an Officer in any civil cause of action brought against an Officer resulting from or arising out of the performance of duties.

### **Section 9.16 - Cooperation**

Officers shall cooperate with the Village during the course of the investigation, administration or litigation of any claim.

### **Section 9.17 - Annual Labor Conference Attendance**

Up to three (3) Officers 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, if use of such time does not require any hireback.

### **Section 9.18 - Definition of 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 Sworn Peace Officer, 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. 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) that were not related to a medical leave. In the event an Officer transfers to another position within the Village, the individual shall retain their Village seniority for purposes of determining benefit accruals, but the seniority shall not be used for purposes of determining the order of benefit selection or use within the new department. Seniority shall be calculated to include time spent on an authorized leave of absence by an Officer.

### **Section 9.19 - Release of Information**

The home addresses, telephone numbers, personal information and individual photographs of Officers shall not be disclosed by the Village 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"), or as amended); or (b) the Officers approve such disclosure in writing in advance of the information release. Personal information means, for purposes of this Section, information about an Officer that is not job related. Qualifications and job-related educational accomplishments may be disclosed, but the educational institution(s) the Officer attended will not be identified. Photographs that identify the Officer by name shall not be disclosed, but group photographs that do not identify subjects by name may be disclosed.

### **Section 9.20 - Personal Property Replacement**

Absent fault or negligence by the Officer, the Village agrees to repair or replace as necessary an Officer's eyeglasses, contact lenses, prescription sunglasses or watches damaged or broken during the course of the Officer's duties up to an amount not to exceed \$250 per incident.

Damaged property, upon replacement, will be tendered to the Department. Incidents shall be documented with the immediate supervisor, and determination of payment for costs incurred as a result of such incidents will be made in consultation with the Support Services Deputy Chief.

#### **Section 9.21 - Death Benefit**

In the event of the death of an Officer, a death benefit payment, equal to one month's salary at the Officer's rate of pay just prior to death, will be given to the Officer's designated recipient or to their estate.

#### **Section 9.22 - Employee Assistance Program**

Covered members may participate in the Employee Assistance Program offered by the Village of Glenview. All information in regard to the Officer's participation is considered confidential and protected and shall not be released without the consent of the Officer. Such Officer shall not be ordered to release such information.

#### **Section 9.23 - Council Representatives**

After receiving the permission of the Chief or designee, which shall not be unreasonably denied, authorized representatives of the Labor Council or unit representative shall be permitted to meet with Officers during working hours as long as their presence does not interfere with the operations of the Department. The Chief or designee shall designate one (1) or more locations where such meetings may take place, if space is available. The Village shall make reasonable efforts to provide Council or bargaining unit representatives with an opportunity to meet with newly hired bargaining unit members within ten (10) days after their start date.

#### **Section 9.24 - Worker's Compensation**

Officers will not be required to use other paid benefits: i.e. sick/vacation/compensatory hours banked for which compensation is provided under the Worker's Compensation Act, or as amended.

#### **Section 9.25 - Supervisors**

Supervisors may continue to perform bargaining unit work that is incidental to their jobs, in emergency situations and where such work contributes to the training of a bargaining unit member. Supervisors may also be assigned to overtime opportunities either when the Chief or designee determines that the presence of a supervisor would be advisable or in proportion to the ratio between the number of supervisors and the number of Officers who have volunteered for the overtime assignment. The Village shall not hire or increase the use of supervisors as an alternative to hiring additional Officers.



## **ARTICLE 10. HOURS OF WORK AND OVERTIME**

### **Section 10.1 – 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 10.2 - Normal Duty Day Schedule**

**Eight (8) Hour Shifts.** All Officers who are not assigned to the patrol division shall work eight (8) hours per day, five (5) days per week. Emergency situations and/or other temporary needs or requirements of the Department may cause adjustments to be made to the normal work schedule. The Deputy Chief will normally schedule the shift starting times ten (10) days before the beginning of the next month.

Each Officer who works an eight (8) hour shift shall be allowed a thirty (30) minute paid meal break per tour of duty. This break period shall be considered out of service time during which the covered member will be subject only to emergency calls. Officers will be allowed to take periodic breaks as long as they are not out of service and can properly perform their assignments. Meal breaks shall be scheduled by the shift supervisor.

### **Section 10.3 - Twelve (12) Hour Shifts**

#### **A. Normal Duty Day**

A work day for the Patrol Division normally will be considered to be twelve (12) hours. Emergency situations and/or other temporary needs or requirements of the Department may cause adjustments to be made to the normal work schedule. Although the actual number of hours scheduled for any Officer and the time he/she is scheduled shall be determined by the operational requirements then existing. Insofar as the Fair Labor Standards Act is applicable, a tour of duty for Patrol Officers is defined, as one hundred seventy one (171) hours with a work period of twenty-eight (28) days. Each Officer on a twelve (12) hour shift shall be allowed a thirty (30) minute paid meal break per tour of duty. This break period shall be considered out of service time during which the Officer will be subject only to emergency calls. Meal breaks shall be scheduled by the shift supervisor. Officers will be allowed to take periodic breaks as long as they are not out of service and can properly perform their assignments. Minimum manpower requirements per shift, emergency situations, training commitments, assignments to Investigations, Crime Prevention Officer, and/or other temporary needs or requirements of the Department may cause adjustments to be made to the normal schedule.

#### **B. Work Period and Duty Cycle.**

A work period shall consist of twenty-eight (28) days and will be composed of two (2) fourteen (14) day duty cycles. A duty cycle shall consist of fourteen (14) days and follow a pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on,

three (3) days off. Officers will be scheduled to have every other Friday, Saturday and Sunday off. Officers will not be scheduled to work more than three (3) days in a row excluding: hire-back, special events, call-backs, training, extra-duty assignments and other similar situations requiring schedule modifications.

C. Normal Shift Schedule

1) The twenty-four (24) hour day will be divided into two (2) twelve (12) hour shifts. The twelve (12) hour shift schedule will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. Late car schedule will be 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. at the implementation of the schedule on 2/1/09.

2) The Village reserves the right to adjust the early/late car assignments by two (2) hours between 5:00 a.m. to 8:00 a.m. and 5:00 p.m. to 8:00 p.m. due to the uncertainty of the impact of the twelve (12) hour shift schedule upon Officers and the Department and the delivery of police services. No change in early/late car assignments will be implemented arbitrarily and without adequate notice (a minimum of thirty (30) days) to the assigned shift and Union.

3) Shift start times will be assigned by seniority. Officers assigned to early/late car assignments will be assigned start times by their seniority in the event a change is made to early/late car starting times.

4) Each of the two (2) primary twelve (12) hour shifts will be manned by two (2) teams of Patrol Officers per shift.

**Section 10.4 - Shift Selection**

Prior to each November 15<sup>th</sup>, all sworn officers shall present to the Deputy Chief, in order of preference, their requests for permanent shift assignment. Seniority shall prevail in the selection process. The shift assignment will be worked commencing on February 1<sup>st</sup> for a period of one (1) year.

Prior to selection, the Chief shall designate the number of Patrol Officers to be assigned to each of the two (2) permanent patrol shifts. The Chief shall retain the right to change the number of officers assigned to each of the twelve (12) hour shifts prior to the year for which selections are made.

If, during the year, there is a change of assignment, the Officer will normally fill the position vacated by the Officer replaced. An attempt will be made to give the Officer(s) involved their first choice of shift which was selected during the preceding October selection process. When it is impractical due to an adverse effect on manpower distribution, the Officer(s) will be assigned to the shift(s) where the manpower shortage(s) exist as determined by the Chief. When an Officer is released from the FTO program, the Deputy Chief shall assign the Officer to the appropriate shift.

### **Section 10.5 - Days Off Switches – Trades**

Officers within the Patrol Division may request to switch their workdays and days off within their own scheduled work periods. If approved and approval shall only be granted when the shift is at or below minimum manpower, switches will be completed within the same work period. Officers will not work more than three (3) days in a row due to switches without supervisory approval. Officers shall only make switch trades within their Division. Officers may request to trade their workdays, days off and shifts with other officers. If approved, the Officers involved must complete the trade within twenty-eight (28) days from the day the trade is worked. Only Officers working the same number of shift hours will be allowed to trade. Officers will not work a “double shift” due to a trade and will not work more than three (3) days in a row due to trades without supervisory approval. All switches and trades shall only be permitted when in compliance with the Fair Labor Standards Act, or as amended.

### **Section 10.6 - Court Appearances**

Officers working the day (A.M.) shift will not be allowed to switch days off within their own schedules or trade work days, shifts or days off with other Officers, if the switch or trade would cause any of the Officers involved to have to attend their scheduled court call on an overtime basis. Officers working the day (A.M.) shift scheduled for court call may switch or trade partial days off as long as such will not cause any Officers involved to attend the scheduled court call on an overtime basis. Officers needing these days off, rather than switching or trading days off, may utilize available leave time subject to approval by the Department based upon manpower requirements.

### **Section 10.7 - Adjusting Work Hours – Hire-Backs**

Officers will not work more than sixteen (16) consecutive hours absent emergency circumstances, during which Officers may be required to work in excess of sixteen (16) hours until relieved or until the emergency is brought under control.

When staffing shortages occur, an Officer may be called in early for his/her tour of duty or may be required to extend his/her tour of duty. Although every attempt will be made to hire-back per seniority, or assign in inverse order of seniority off-duty personnel to provide security for special details, Officers’ tours of duty may be extended to provide security for these assignments. Such extension of a tour of duty shall be on a voluntary basis in order of seniority; but if no one accepts, then by requiring needed Officers to work on the basis of inverse seniority.

### **Section 10.8 Adjusting Work Days**

A. During each fourteen (14) day duty cycle each officer should be scheduled to work eighty (80) hours. Since, however, an officer is scheduled to work seven (7) days in each fourteen (14) day duty cycle, working seven (7) twelve (12) hour days would equal eighty-four (84) hours, four (4) hours beyond the required eighty (80) hours of work in a duty cycle. Therefore, the Shift Supervisor shall schedule each Officer for one (1) eight (8) hour day instead

of a twelve (12) hour day during each duty cycle. This shall be done within minimum manpower constraints. Eight (8) hour days can be accomplished in the following ways:

- Assignment of an eight (8) hour day by the Shift Supervisor.
- Assignment of a training day(s).

B. If, due to unforeseen circumstances, an Officer cannot be scheduled for an eight (8) hour day during the fourteen (14) day duty cycle, the excess four (4) hours can be carried over to the next fourteen (14) day duty cycle and added to the four (4) hours from that next duty cycle, as long as it is in the same work period. A four (4) hour work day can then be accomplished in the following manner:

- Assignment of a four (4) hour day by the Shift Supervisor.
- Assignment of training day(s).

### **Section 10.9 - Training Days**

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

Officers assigned by the Department to training programs and/or duty assignments shall be reimbursed for travel expenses. When the travel extends beyond the Chicago Metropolitan Area such travel day shall be considered the Officer's assigned duty day under the following circumstances:

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

### **Section 10.10 - Use and Accrual of Benefit Time**

Vacation, sick, personal days and holiday time will continue to 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 (i.e., 1.5 vacation days, 1.5 holiday days, 1.5 sick days and 1.5 personal days).

### **Section 10.11 - Overtime**

A. Overtime worked in excess of eighty (80) hours in a fourteen (14) day duty cycle will be compensated on the basis of time and one-half (1½) the Officer's straight time hourly rate of pay. No Officer shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay. Overtime shall be paid on the basis of time and one-half (1½) the Officer's straight time hourly rate of pay on any day when an Officer works in excess of twelve (12) hours. The regular straight-time hourly rate of pay for purposes of this Agreement for all employees is the annual salary shown in Article 21. Wage Rates divided by 2080.

B. Overtime for Eight (8) Hour Employees. Overtime worked of one-quarter (1/4) hour or more in excess of the normal workday will be paid on a basis of time and one-half ( 1 ½) the Officer's regular straight time hourly rate of pay. Overtime worked in excess of forty (40) hours in a seven (7) day work period also will be compensated on the basis of time and one-half ( 1 ½) of the Officer's regular straight time hourly rate of pay. Overtime worked shall also include Department assigned training time in excess of forty (40) hours in the seven-day work period. No Officer shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime.

### **Section 10.12 - No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement, except for Court Time per Section 10.16.

### **Section 10.13 - Call-Back**

A call-back is defined as an official assignment of work that does not continuously precede or follow an Officer's regularly scheduled work hours and which is typically for less than a full shift. Overtime rates will be paid for all hours worked on a call-back with a minimum of three (3) hours pay at overtime rates guaranteed. The minimum will be paid whenever an Officer responds to a call-back.

### **Section 10.14 - Hire Back**

A hire-back is an instance when a covered member works an extra shift (or a portion thereof) to cover a vacancy on that shift. When the Department becomes aware of a vacancy, it shall post a request for volunteers from unassigned Officers of the affected shift, if there is sufficient time to do so. Among volunteers, the most senior Officer shall be selected. If time is too short to post a request, but there is sufficient time to call affected Officers, such calls shall be made in order of seniority per Section 2.5. If there are no volunteers or if insufficient time is available to make calls, the least senior Officer of the shift then on duty shall be hired back involuntarily. Officers may not work in excess of sixteen (16) consecutive hours within any twenty-four (24) hour period. An Officer may find a suitable substitute Officer to cover the shift if advance notice is

provided to the Shift Commander. The substitute Officer shall then be paid the appropriate overtime.

**Section 10.15 - Court Time**

Officers 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 pay will be paid for court. Officers will be paid at the overtime rate of pay when the Officer attends court extending past their scheduled work day.

**Section 10.16 - Field Training Officer (FTO)**

Officers serving or assigned in the capacity of Field Training Officer (FTO) shall be compensated an additional one (1) hour of pay at the straight time rate of pay or compensatory time (accumulated at the same rate) per the Officers choice for each shift serving as a Field Training Officer (FTO).

**Section 10.17 – Calculating Overtime**

All hours worked and/or paid shall be considered hours worked for purposes of determining when Officers shall be paid overtime.

**Section 10.18 – Compensatory Time**

Officers will have the option of taking overtime pay or compensatory time (accumulated at the same rate) or any combination of such at the Officer's choice up to eighty-four (84) replenishable overtime hours for the purpose of time off usage. Effective December 1 of any calendar year, any accrued hours in excess of eighty-four (84) hours shall not be carried over to the next calendar year, and shall be paid the first full pay period in December. Use of compensatory time shall be by mutual agreement between the Department and the Officer, absent emergency and such requests for compensatory time off will not be denied by the Department if the request does not bring the staffing levels below the established minimum manpower requirements.

**Section 10.20 – Working Out of Classification**

When an Officer is assigned by the Shift Commander to serve as the Officer In Charge during a shift and the Officer works more than three (3) hours in that capacity then the Officer shall be paid one (1) additional hour of pay at the Officer's straight time hourly rate of pay.

## ARTICLE 11. VACATIONS

### Section 11.1 - Vacation Policy

Vacation credit is earned by Officers based on a calendar year schedule commencing on January 1. Officers shall request approval of vacation as far in advance of the dates requested as practicable with the determination of preference within Patrol and specialized units being made on the basis of an Officer's seniority as defined in Article 2, Section 2.5. Unused, but earned vacation time shall be allowed to be carried over up to a maximum of two-hundred-forty (240) hours. Upon separation, Officers 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 an Officer's 457 retirement account or Officer's 125 health spending account. The Village may allow Officer's to take vacation time during the calendar year that has not yet accrued but will accrue later in that same calendar year. Employees will be provided prorated vacation time prior to their first January 1 as a Village employee. If an observed holiday falls within a vacation period, the holiday will not be charged for the purpose of computing overtime pay.

### Section 11.2 - Computation of Vacation Time

Vacation time is to be computed on the basis of the Officer's regularly scheduled hours of work and employment with the Village of Glenview. Such hours are counted as hours worked for the purpose of computing overtime pay. Computation of vacation time is as follows:

<u>Years of Service</u>	<u>Hours per Year Earned</u>
1 year through 6 years	80 hours
Start of 7 years through 8 years	120 hours
Start of 9 years	128 hours
Start of 10 years	136 hours
Start of 11 years	144 hours
Start of 12 years	152 hours
Start of 13 years through 18 years	160 hours
Start of 19 years through 21 years	168 hours
Start of 22 years or more	208 hours

### Section 11.3 - Vacation Scheduling

During the Vacation Selection Period (January 1 through March 1 of each calendar year), the Officer shall make two (2) vacation selections of thirty-six (36) to eighty-four (84) hours each. The Officer shall designate one (1) selection as primary and one (1) as secondary. Conflicts between primary selections and secondary selections will be resolved by seniority, but primary selections will have priority over secondary selections. The vacation selections of Officers may overlap so long as no more than two (2) Officers assigned to the same shift and unit of assignment are on vacation on the same day. When an Officer's selections are overridden by the selections of more senior Officers, the junior member will be permitted to make new selections from the remaining available dates. When the Vacation Selection Period closes, selections made

in compliance with these criteria will be confirmed by the Department. A confirmed selection will not be cancelled by the Department even if a hireback situation is subsequently created.

After the Vacation Selection Period, requests seeking time off when two (2) Officers assigned to the same shift and unit of assignment are already slotted for vacation will be considered on a first-come first-served basis and shall be granted only if they will not require a hireback situation. They shall not become confirmed until the twenty-first (21<sup>st</sup>) day of the month preceding the month in which the requested time falls. Once confirmed, such selections will not be cancelled by the Department even if a hireback situation is subsequently created.

All vacation requests seeking days off during the same month that the request is made, as well as vacation requests made after the twentieth (20<sup>th</sup>) day of the month seeking vacation time during the subsequent month, shall be considered on a first-come first-serve basis and will be granted and confirmed so long as the selection does not create a hireback situation. Once confirmed, such selections will not be cancelled by the Department even if a hireback situation is subsequently created.

Vacation selections of Officers shall not be affected by the vacation selections of employees who are not in the bargaining unit.



## **ARTICLE 12. EDUCATIONAL ASSISTANCE PROGRAM**

Officers who have completed one (1) year of full time service are eligible for participation in the Education Assistance Program. Under this program, the Village will participate with the Officers in bearing the cost of academic degree seeking programs that have some apparent beneficial relationship to the performance of the Officer's duties. All academic programs must be accredited by the U.S. Department of Education or the Council for Higher Education. Correspondence courses are not eligible for this program unless specifically permitted by the Human Resources Director. Online courses offered by an accredited university or college may qualify. The Educational Assistance Program will pay for the costs of tuition expenses, up to \$4,250 in reimbursement on an annual basis. Books, fees and other educational expenses are not eligible for reimbursement.

**ARTICLE 13. INSURANCE**

**Section 13.1 - Comprehensive Medical Program**

A comprehensive medical program selected by the Village will be provided during the term of this Agreement provided, however, 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 for Officers to choose from.

<b><u>Plan</u></b>	<b><u>Percentage of Premium Paid by Officer</u></b>	
	<u>2011</u>	<u>2012</u>
HMO (BCBSIL)	12%	16%
PPO	18%	20%
Co-Pay:	\$250/\$500	\$250/\$500
Drug Plan:	15%/30%/30%	15%/30%/30%

A summary of the current plan design of each program is attached at Appendix A.

The choice of plans must be exercised during the Village's open enrollment period which is noticed and held annually.

**Section 13.2 - Health Insurance Buy-Back Program**

Any officer who is eligible for single, single/spouse, single/child(ren) or family coverage and does not want to be covered by a Village health insurance plan may decline the coverage and receive an annual lump sum payment of \$3,600. If an officer with family coverage finds alternative coverage for the spouse and/or child(ren) dependent coverage but wishes to stay on the plan with single coverage only, the reimbursement is \$1,800. All payments are subject to taxes and withholdings. Families with two or more employees who work for the Village shall not be eligible for a buy-back/insurance opt-out payment unless both employees have single coverage and do not change to family coverage except during an open enrollment period.

**Section 13.3 - Dental Care**

The Village will provide during the term of this Agreement a reimbursement plan for full-time Officers and eligible dependents. It covers fifty percent (50%) of dental expenses not covered by a health insurance plan, up to a maximum of \$3,000 per family per calendar year (total reimbursement to employee is \$1,500).

The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to Officers in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally. The plan year runs from January 1 through December 31, and all dental services must be rendered within the plan year; however, claims can be submitted until March 31 of the following year.

#### **Section 13.4 - Life Insurance**

Life insurance is provided for all individuals employed by the Village on a full or part-time basis (at least 20 hours/week, 52 weeks/year). The amount of insurance is \$50,000 prior to age 70 and \$7,500 after age 70; coverage ceases upon separation from Village service.

#### **Section 13.5 - 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 the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

#### **Section 13.6 - Right to Maintain Coverage While on Unpaid Leave or on Layoff**

An Officer who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for Officer coverage and, if desired, for dependent coverage.

#### **Section 13.7 – Section 125 Plan**

The Village of Glenview offers a benefit that will assist Officers in reducing the cost of dependent care expenses and uninsured medical costs. The Section 125 Plan gives participants a choice between taxable cash and pre-tax payment of non-taxable expenses. When participants pay for eligible, non-taxable expenses with pre-tax compensation, they receive the benefit of immediate tax relief. The structure and regulations of the plan are determined by the IRS rules.

## ARTICLE 14. HOLIDAYS

### Section 14.1 – Holiday Compensation

Officers shall be paid eight (8) hours at their straight time hourly rate of pay for twelve (12) holidays each contract year.

When Officers work any of the seven (7) holidays, as observed, listed below, they shall receive two (2) times their regular hourly rate of pay for all hours worked:

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day 12/25  
New Years Day 01-01  
Memorial Day  
Independence Day 07-04  
Labor Day

Annually, on December 1<sup>st</sup>, Officers will have the option of taking compensatory time (accumulated at the same rate) or paid compensation and will be paid per the following schedule for twelve (12) holidays:

1<sup>st</sup> pay period of January each year  
Both pay periods in February each year  
1<sup>st</sup> pay period of March each year  
1<sup>st</sup> pay period of April each year  
2<sup>nd</sup> pay period of May each year  
1<sup>st</sup> pay period of July each year  
1<sup>st</sup> pay period of September each year  
Both pay periods of November each year  
Both pay periods of December each year

Covered members shall have the option of receiving pay or Holiday Compensation Time due for the twelve (12) paid holidays; ninety-six (96) hours due Covered Members per Section 14.1 of the Collective Bargaining Agreement. Covered Members electing pay for the twelve (12) paid holidays; ninety-six (96) hours will receive compensation for those holidays per the schedule in Section 14.1 of the Collective Bargaining Agreement. Covered Members electing Holiday Compensation Time due or pay shall submit in writing to the Chief of Police or designee their intention to do so prior to December 15th of the previous year. Holiday Compensation Time due will be available for use by Covered Members according to the following schedule:

January 1	32 hours
March 1	32 hours
June 1	32 hours

Covered Members shall use all Holiday Compensation Time due in the calendar year it is earned. Any Holiday Compensation Time due not used during the calendar year will be converted to pay at the end of the calendar year in which the Holiday Compensation Time due was earned at the Covered Members regular straight time rate of pay.

Parameters for use and approval of Holiday Compensation Time due are set forth in Section 8.3 (Application of Benefit Leave Time) of this Agreement.

## **ARTICLE 15. UNIFORMS**

Officers are entitled to \$750.00 each year for uniforms, except Officers assigned as Evidence Technicians. Officers assigned as Evidence Technicians are entitled to \$950.00 each year for uniforms. Officers assigned to the Detective Bureau are entitled to \$1,000 each year for clothing.

The Village agrees to provide bullet proof vests/body armor level II replacements every five (5) years or per the manufacturers recommended period or the Village will provide reimbursement up to five hundred dollars (\$500) for a bullet proof vest of the Officer's choice with proof of purchase.

The Village will continue to provide initial and replacement uniforms and accessories and related equipment which the department deems appropriate. If the Village makes a change in equipment, all related costs for such change will be the responsibility of the Village and will not be deducted from the allowance provided.

## **ARTICLE 16. DRUG AND ALCOHOL TESTING OF EMPLOYEES**

### **Section 16.1 - Drug and/or Alcohol Testing of Employees.**

The Village may require an Officer 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 practicable, two (2) non-bargaining unit supervisory personnel members must certify their reasonable suspicions concerning the affected Officer prior to any order to submit to the testing authorized herein. The Village may also require an Officer to submit to a urine and/or blood test during an Officer's probationary period and/or if the Officer is involved in an on-duty traffic accident resulting in bodily injury and/or damage to property in excess of \$10,000.00. Nothing in this Article shall limit the Village from conducting across-the-board drug testing of Officers during their quadrennial/physical. The parties agree that an Officer's refusal to submit to a drug and/or alcohol test shall be cause for discipline, including termination.

### **Section 16.2 - Random Testing.**

A. Each year, Officers are subject to three (3) unannounced random tests for illegal drugs and alcohol during the course of their employment while on duty, contingent upon the same for Police Department command staff. Under the random testing process, Officers and command 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 two (2) random drawings per month with a maximum per drawing of six (6) 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.

B. Officers 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 Department.

### **Section 16.3 - Testing Procedures.**

The Village shall use only laboratories which are certified by the State of Illinois and pursuant to S.A.M.H.S.A. and ensure the laboratory to confirm 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 Officer is tampering with the testing procedure.

**A. 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 Services on the effective date of this Agreement, a 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. Upon request, the Village shall provide an Officer with a copy of any test results which the Village receives with respect to such Officer along with such other information as is required to assure the Officer that the test was properly conducted. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the Officer may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the Officer’s choosing and at the Officer’s expense.

**B. Alcohol Testing/Positive Result**

For purposes of determining whether the Officer 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. Upon request, the Village shall provide an Officer with a copy of any test results which the Village receives with respect to such Officer along with such other information as is required to assure the Officer that the test was properly conducted. Alcohol testing will be conducted in accordance with 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 16.4 - Prohibitions**

The Village and the Union agree that the use of illegal drugs, abuse of prescribed drugs, as well as having alcohol or illegal drugs in the blood while on duty shall be cause for discipline, including termination. For purposes of determining whether the Officer 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 Officer along with such other information as is required to assure the Officer that the test was properly conducted. 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 Officers shall report to their supervisor any known adverse side effects of medication or prescription drugs which employees may be taking.



## **Section 16.5 - Treatment**

### **A. Voluntary Reporting**

Any Officer who voluntarily admits to the Chief his/her abuse of or dependence upon alcohol 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 Officer shall also agree to submit to on-duty random alcohol testing for a period of twelve (12) months. The opportunity for voluntary treatment shall be granted for any Officer prior to the initiation of testing procedures and who is not involved in any alcohol related criminal activity. Officers 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, administrative leave, vacation or leave without pay.

### **B. Rehabilitation**

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

1. The Officer agreeing to appropriate treatment as determined by the appropriate treatment professional involved;
2. The Officer discontinuing the use of prescribed drugs or consumption of alcohol;
3. The Officer completing the course of treatment prescribed, including an "after-care" program for a period of at least twelve (12) months; and
4. The Officer 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.

Officers who do not agree to, and don't act in accordance with the foregoing shall be subject to discipline, up to and including discharge. Officers 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, administrative leave, vacation or leave without pay.

**ARTICLE 17. INDEMNIFICATION**

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

## **ARTICLE 18. COUNCIL DUES/FAIRSHARE DEDUCTIONS**

### **Section 18.1 - Dues Deduction**

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 Officers covered in the bargaining unit upon request. During the term of this Agreement, or any extension thereof, the Village will deduct from each Officer's paycheck, the appropriate Council dues for each Officer in the bargaining unit who has filed with the Village a written authorization form (attached hereto as Appendix A). The Village shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The Village agrees that during the term of this Agreement, or any extension thereof, it will provide newly hired covered members with a dues deduction form within ten (10) days of their hire date and further agrees to notify the Council of any change in Officer status including but not limited to new hires, resignations, etc. within five (5) days of the effective date.

During the term of this Agreement, or negotiations or any extension thereof, the Council may change the fixed, uniform dollar amount by providing the Village fourteen (14) days notice of any such change.

If an Officer has no earnings or insufficient earnings to cover the amount of dues deductions, the Village shall be responsible for the collection of that Officer's dues. The Labor Council agrees to refund to the Officers, any amounts paid to the Labor Council in error on account of this dues deduction provision. An Officer may revoke their voluntary dues deduction by notifying the Labor Council and the Village by certified mail – return receipt requested and providing thirty (30) days advance notice.

### **Section 18.2 - 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, or as amended, and the rules of the State Labor Board. During the term of this Agreement or any extension thereof, Officers covered by the terms of this Agreement, who are not members of the Labor Council shall, commencing thirty (30) days after their employment begins, or thirty (30) 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 18.3 - Indemnification**

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Village, it's elected representatives, officers, 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, or in reliance on any written deduction authorization furnished under this Article.

## **ARTICLE 19. LAY-OFFS**

### **Section 19.1 - Lay-Off**

When there is an impending lay-off with respect to Officers in the bargaining unit, the Village shall inform the Council and affected covered members in writing no later than thirty (30) calendar days prior to such lay-off. The Village will provide the Council with the names of all Officers to be laid off prior to the lay-off. Officers with the least amount of seniority shall be laid off first. Any Officer who has been laid off shall be placed on the appropriate reinstatement list for up to two (2) years, or longer to the extent required by law.

If it is determined that lay-offs of Officers who perform the duties of full-time sworn Officers are necessary due to lack of work, lack of funds or other legitimate business reasons, the Village agrees that no covered member shall be laid off prior to the lay-off of any part-time sworn Officers. If it is determined that lay-offs of employees who perform the duties of a full-time Officer are necessary due to lack of work, lack of funds or other legitimate business reasons, the Employer agrees that no covered member shall be laid off prior to the lay-off of any part-time, temporary or contractual sworn Officers.

The Village will not expand the staffing levels, during the time of lay-off of non-sworn personnel beyond current staffing levels and will not expand their duties or functions during a period when covered members (sworn Officers) are on a lay-off period. The provisions of this Section shall not limit the Village's right to hire part-time employees and/or non-sworn civilian officer to perform duties other than those duties that must be performed by sworn Officers.

### **Section 19.2 - Re-Call**

Covered members shall be recalled by seniority in the inverse order of their lay-off and be provided a fifteen (15) calendar day notice of recall by certified or registered mail, return receipt requested, with a copy to the Labor Council. If the covered member does not respond within ten (10) calendar days after receipt of the notice, the Village may go to the next name on the recall list and the covered member will be deleted from the list. Covered members who establish to the Village that their failure to report/respond was due to extenuating circumstances beyond their control and occurred through no fault of their own will not be removed from the recall list, but they will forfeit their right to recall for the position(s) they failed to make a timely response. The Village shall be deemed to have met its notice obligation by mailing notice to the last mailing address provided by the employee.

## **ARTICLE 20. NO STRIKE/NO LOCKOUT**

The Union, its officers and agents, and the Officers covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, willful absence from work or any other intentional interruption of operations, or picketing of Village facilities (if the effect of such picketing is to induce any individual not to perform any services). Any or all Officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any Officer during the term of this Agreement as a result of any dispute with the Union arising out of the terms of this Agreement.

**ARTICLE 21. WAGE RATES**

**Section 21.1 – Wage Schedule**

STEP	1/1/2011	1/1/2012
1	\$64,951.10	\$67,062.01
2	\$68,198.66	\$70,415.12
3	\$71,608.59	\$73,935.87
4	\$75,189.02	\$77,632.66
5	\$78,948.47	\$81,514.30
6	\$82,895.89	\$85,590.01
7	\$87,040.69	\$89,869.51

Officers are eligible for a pay increase to the next higher step of the wage matrix according to the schedule below:

1. Officers beginning their employment between July 1 and the following December 31, will be eligible to begin earning their first step pay increase effective the first day of the month following satisfactory completion of six (6) months on the job.
2. Officers beginning their employment between January 1 and the following June 30, will be eligible to begin earning their first step salary increase effective the first day of the next fiscal year (the following January).

**Section 21.2 – Longevity Plan**

Longevity will be paid in December of each year. Employees will receive their full longevity amount based upon the number of years completed as of December 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

**2009 Longevity Schedule**

<b>Years of Service</b>	<b>Amount</b>
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 21.3 – Retirement/Service Recognition Payment**

Any full-time Officer who retires from his/her 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. Any Officers hired after January 1, 2009 shall not receive any retirement/service recognition payment.



**ARTICLE 23. POLICE AND FIRE COMMISSION**

It is agreed that the Village shall provide the Labor Council with a copy of the current rules governing the Police and Fire Commission of the Village of Glenview and any changes in the laws governed by the Village of Glenview Police and Fire Commission as granted them by State statutes.

#### **ARTICLE 24. SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect subject to Sections 4 and 7 of the Illinois Public Labor Relations Act, or as amended. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to the limited issue or issues of substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE 25. ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. 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 which result in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue, whether known or unknown, except and pursuant to Sections 4 and 7 of the Illinois Public Employee Labor Relations Act, or as amended.

## **ARTICLE 26. TERM OF AGREEMENT**

### **Section 26.1 – 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) calendar days prior to December 31, 2012, or prior to the end of any yearly period thereafter, except as set forth in this Agreement.

### **Section 26.2 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 HEREOF, the parties hereto have affixed their signatures this 15<sup>th</sup> day of December, 2009.

For the Village of Glenview

Kerry D. Cummings  
Kerry D. Cummings  
Village President  
Date: December 15, 2009

Todd Hileman  
Todd Hileman  
Village Clerk  
Date: December 15, 2009

For the F.O.P. Labor Council:

R. Salihovich  
Ray Salihovich  
Unit Representative  
Date: 12/15/09

Javier Sanchez  
Javier Sanchez  
Unit Representative  
Date: 12/15/09

Paul Settecase  
Paul Settecase  
Unit Representative  
Date: 12/15/09

Kevin S. Krug  
Kevin S. Krug  
F.O.P. Representative  
Date: 02-02-2010

APPENDIX A

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.



**GRIEVANCE**

(use additional sheets where necessary)

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

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge No. / Year / Grievance No.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR 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

LETTER OF AGREEMENT


This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ between the Village of Glenview (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Council”). The parties agree that the Village may employ a contractor (non-sworn individual) to perform the duties and responsibilities of the Crime Prevention Officers. The positions will be vacant June 1, 2009 and the parties agree that the Village may fill the position without regarding to Article 19 of the Collective Bargaining Agreement. If a sworn officer is laid off during the tenure of the contractor, then the contractor’s contract shall be cancelled simultaneously.

This Letter of Understanding shall not become part of the parties’ Collective Bargaining Agreement. By agreeing to this Letter of Understanding, the Village is not waiving its future right to hire part-time officers and non-sworn civilians to perform the duties of any position within the department that does not require a sworn officer. The union does not waive its right to object to any alleged violation of Article 19 in the future.

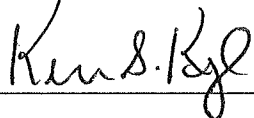
This Letter of Understanding shall expire on December 31, 2012.

FOR THE VILLAGE OF GLENVIEW

FOR THE ILLINOIS LABOR COUNCIL

 1/28/2010

DATE:

 02-02-2010

DATE:

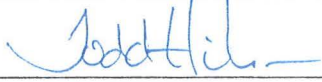


## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed to by and between the Village of Glenview Police Department and the Village of Glenview and the Illinois Fraternal Order of Police Labor Council to address Section 10.18 Compensatory Time in the current Collective Bargaining Agreement January 1, 2007 through December 31, 2012 through and continuing between the parties. All current provisions other than as stated below in the revised Section 10.18 Compensatory Time remain as stated in the Collective Bargaining Agreement. The parties to the Memorandum of Understanding agree to the following understanding of the current utilization of Section 10.18 Compensatory Time and shall be made a part of the Collective Bargaining Agreement between the parties.

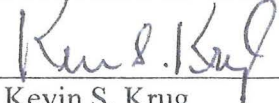
Officers will have the option of taking overtime pay or compensatory time (accumulated at the same rate) or any combination of such at the Officer's choice up to eighty-four (84) replenishable overtime hours for the purpose of time off usage. Effective 01-01-2010, each December 1 of any calendar year, any accrued hours in excess of eighty-four (84) hours shall not be carried over to the next calendar year, and shall be paid the first full pay period in December. Use of compensatory time shall be by mutual agreement between the Department and the Officer, absent emergency and such requests for compensatory time off will not be denied by the Department if the request does not bring the staffing levels below the established minimum manpower requirements.

FOR THE VILLAGE OF GLENVIEW

  
\_\_\_\_\_  
Todd Hileman  
Village Manager

1/28/2010  
Date

FOR THE FOP LABOR COUNCIL:

  
\_\_\_\_\_  
Kevin S. Krug  
Northern Supervisor

02-02-2010  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed to by and between the Village of Glenview Police Department and the Village of Glenview and the Illinois Fraternal Order of Police Labor Council to address Section 14.1 Holiday Compensation in the current Collective Bargaining Agreement January 1, 2007 through December 31, 2010 through and continuing between the parties. All current provisions other than as stated below in Section 14.1 Holiday Compensation remain as stated in the Collective Bargaining Agreement. The parties to the Memorandum of Understanding agree to the following understanding of the current utilization of Section 14.1 Holiday Compensation and shall be made a part of the Collective Bargaining Agreement between the parties on January 1, 2010 and continuing. The parties agree as follows:

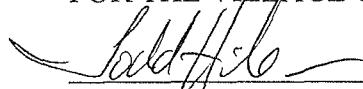
Covered members shall have the option of receiving pay or Holiday Compensation Time due for the twelve (12) paid holidays; ninety-six (96) hours due Covered Members per Section 14.1 of the Collective Bargaining Agreement. Covered Members electing pay for the twelve (12) paid holidays; ninety-six (96) hours will receive compensation for those holidays per the schedule in Section 14.1 of the Collective Bargaining Agreement. Covered Members electing Holiday Compensation Time due or pay shall submit in writing to the Chief of Police or designee their intention to do so prior to December 15th of the previous year. Holiday Compensation Time due will be available for use by Covered Members according to the following schedule:

January 1	32 hours
March 1	32 hours
June 1	32 hours

Covered Members shall use all Holiday Compensation Time due in the calendar year it is earned. Any Holiday Compensation Time due not used during the calendar year will be converted to pay at the end of the calendar year in which the Holiday Compensation Time due was earned at the Covered Members regular straight time rate of pay.

Parameters for use and approval of Holiday Compensation Time due are set forth in Section 8.3 (Application of Benefit Leave Time) of the Agreement.

FOR THE VILLAGE OF GLENVIEW

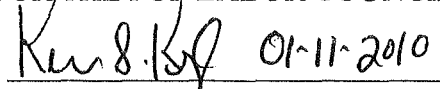


Todd Hileman

Village Manager/Clerk

12/28/09  
Date

FOR THE FOP LABOR COUNCIL:



Kevin S. Krug

Northern Supervisor

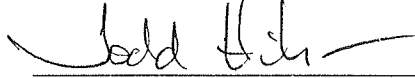
01-11-2010  
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed to by and between the Village of Glenview Police Department and the Village of Glenview and the Illinois Fraternal Order of Police Labor Council to address Section 8.4 Family and Medical Leave in the current Collective Bargaining Agreement January 1, 2007 through December 31, 2010 through and continuing between the parties. The parties to the Memorandum of Understanding agree to the following Section 8.4 Family and Medical Leave, in lieu of the language contained in Section 8.4 Family and Medical Leave of the current Collective Bargaining Agreement January 1, 2007 through December 31, 2010, and shall be made a part of the Collective Bargaining Agreement between the parties on January 1, 2010 and continuing. The parties agree as follows:

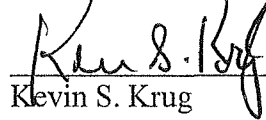
The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended, and in conjunction with the Village's Family and Medical Leave Act policy of July 7, 2009.

FOR THE VILLAGE OF GLENVIEW

  
\_\_\_\_\_  
Todd Hileman  
Village Manager/Clerk

1/4/2010  
Date

FOR THE FOP LABOR COUNCIL:

  
\_\_\_\_\_  
Kevin S. Krug  
Northern Supervisor

01-11-2010  
Date

