

**AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE
METROPOLITAN ALLIANCE OF POLICE GLENVIEW CHAPTER #156
FOR THE PERIOD OF January 1, 2019 – December 31, 2022**

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PREAMBLE

The Collective Bargaining Agreement (hereinafter referred to as the "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 Metropolitan Alliance of Police (hereinafter referred to as the "CHAPTER" 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 of the covered members of the unit as described in Article 1 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 Chapter 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 positions included in the bargaining unit (hereinafter referred to as the "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. The Village hereby recognizes the Labor Chapter (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.

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 1st of each year setting forth the present seniority dates for all covered members and provide a copy yearly to the Chapter. 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 Chapter 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 non-inflammatory 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 Chapter and Employer mutually agree in the interest of efficient management and harmonious employee relations to hold quarterly meetings (hereinafter referred to as "LABOR MANAGEMENT CONFERENCES") at the request of either party between a Chapter 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) Chapter representatives and four (4) Employer representatives (plus a visitor as an information resource when warranted) shall be permitted to attend the meeting. The Employer and Chapter 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. 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 Chapter of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees; and
- Safety issues; and
- Any other issues mutually agreed upon between the parties

ARTICLE 5 SICK LEAVE

Section 5.1 Permitted Use

Sick leave with pay may be taken in the event of an Officer's illness, injury off the job, disability, medical appointments 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 or for medical appointments of family member (Officer's spouse or dependent children, civil union partner, certified domestic partner, parent, mother/father-in-law, grandchild, grandparent, stepparent, sibling, step children, parent, parent-in-law, or for whom an Officer has legal guardianship). Such approval shall not be unreasonably withheld. The Officer shall notify the Chief or designee if the Officer is requesting sick leave. The Village may require an Officer to submit a medical verification provided by a certified health care provider 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.

Section 5.2 Rate of Accrual

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 1st through the 15th day of the month will be credited with eight (8) hours of sick leave for that month of service. Officers beginning the 16th through the end of the month will be credited with four (4) hours of sick leave for that month of service but must wait until the following month to be eligible for sick leave pay. Sick leave shall not be earned during any lay off, suspension for just cause, or unpaid leave of absence.

Section 5.3 Notification Requirements

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 the Officer 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).

Section 5.4 Sick Leave Usage

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. Sick leave must be taken in a minimum of one (1) hour increments. After the minimum time, one (1) hour will be deducted as follows. Less than twenty-nine (29) minutes will be rounded back to the nearest hour. Thirty (30) minutes or more will be rounded up to the nearest hour. Example: one (1) hour and twenty-five (25) minutes would be one (1) hour. One (1) hour and thirty-five (35) minutes would be two (2) hours. An employee's accumulated sick leave hours balance will be made available to the employee via the Village's time/attendance software program. If an Officer's illness or injury exceeds the amount of available sick leave, the Officer may elect to use other types of accrued leave.

Section 5.5 Non-Permitted Sick Leave Uses

Sick leave may not be used for absence due to a work-related injury/illness for which compensation has been provided to the Officer under the Worker's Compensation Act or PEDAA.

Section 5.6 Sick Leave Bank and Cash-Out

Unused sick leave may be accumulated from year to year up to a maximum of 2,000 hours. An Officer who has accumulated more than 1,200 hours of sick leave may, at the end of the year in which the total has been reached, elect to be paid at the Officers straight time hourly rate for twenty-five (25%) percent of the unused sick leave above 1,200 hours. For example, an Officer ends the year with 1,300 hours of accumulated sick leave and has an hourly rate of \$30.00, the employee is eligible to cash out 100 hours (1,300 hours - 1,200 hours = 100 hours), 100 hours * 25% = 25 hours. The Officer's payment will be twenty-five (25) hours * \$30.00 = \$750.00. The Officer's sick leave balance after the cash out will be 1,200 hours. An employee who has accumulated beyond the maximum sick leave of 2,000 hours will continue to accrue sick leave until the end of that year and shall be paid at the Officers straight time hourly rate for twenty-five (25%) percent of the value of unused sick leave earned above 2,000 hours. For example, an Officer ends the year with 2,040 hours of accumulated sick leave and has an hourly rate of \$30.00, they are required to cash out 40 hours (2,040 hours - 2,000 hours = 40 hours), 40 hours * 25% = 10 hours. The Officers payment will be 10 hours * \$30.00 = \$300.00. The Officer's sick leave balance after the cash out will be 2,000 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 1,200 hours to the maximum of 2,000 hours or the Officer may use such compensation to pay the cost for the premium for any health insurance that is available through the Village.

Section 5.7 Donation of Sick Time

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

Section 5.8 Sick Leave Abuse

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 Article. 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.

Section 5.9 Death Benefit

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. A "Grievant" is defined to include a covered member, members or the Chapter. 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.

Section 7.2 Procedure

Step 1: Written to Unit Commander

The Grievant shall submit the grievance in writing on the attached Appendix B, 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. 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 Chapter 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 Labor Chapter 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 Chapter 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

Discipline for non-probationary officers that involves oral and written reprimands may only be grieved through Step 4 of the grievance procedure and may not be submitted to arbitration.

Irrevocable Election of Disciplinary Procedure:

Upon receipt of service of notice of charges for an unpaid suspension or discharge an Officer may elect to have a disciplinary hearing before the Glenview Board of Fire and Police Commissioners or the Officer, with approval from the Union, may file a grievance through the grievance and arbitration proceeding set forth in Article 7 of this Agreement. If the Officer and the Union notifies the Village of his/her/their decision to have the charges processed through the grievance and arbitration option, the grievance shall be filed at the Village Manager step (Article 7.2, Step 4) of this agreement. Such election to have the charges processed through the grievance and final and binding arbitration option shall be accompanied by a signed document from MAP approving the matter for arbitration. If the Officer and Union elects the grievance arbitration procedure, the discipline sought by the Police Chief shall be implemented, i.e. suspension or discharge, subject to the just cause standard. The Officer and the Union will have the opportunity to notify the Village of his/her/their election in writing within 10 (ten) days of the notice of service upon the Officer. The written statement shall be signed by the Officer and shall state that the Officer waives any rights that he or she would otherwise have to a hearing before the Glenview Board of Fire and Police Commissioners. The options to proceed to a hearing before the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive, and no relief shall be available under the grievance and arbitration procedure of Article 7 of this Agreement with respect to any matter which is processed through the Glenview Board of Fire and Police Commissioners. Only the Union may elect to advance a Grievance to final and binding arbitration.

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 Chapter 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 and Probationary Period

The Village agrees that non-probationary Officers may be disciplined only for just cause. Every appointee to the position of police officer shall be on probation for a period of one year subsequent to successful completion of the Department's Field Training Officer Program. This probation period may be extended an additional twelve (12) months to a maximum of twenty-four (24) months at the discretion of the Chief.

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 time via the current time keeping software or equivalent request through the 20th 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 hire back. Once approved such leave shall not be denied or rescinded. All leave requested after the 20th of the preceding month shall be granted on a “first-come first-serve” basis, if they require no hire back. 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 (FMLA)

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. An Officer who is on FMLA leave must use all paid vacation, personal, compensatory time, sick leave and other types of leave prior to being eligible for unpaid leave. While on FMLA, the Officer may select the type of accrued leave utilized.

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.

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 requesting and receiving light duty will be under the direct supervision of the assigned unit supervisor. 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, civil union partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step-grandparent, 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 1st, 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 and forfeit if not used.

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 to be used within twelve (12) months of the death of their immediate family member. Officers who must travel greater than three-hundred (300) miles to attend the family affairs may be granted up to two (2) additional working days of paid time off if approved by the Chief or designee. For the purpose of Bereavement Leave, immediate family shall be defined as: husband, wife, civil union partner, certified 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 Chapter 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 Coverage's

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

Section 9.10 Chapter Negotiating Team

Up to three (3) Officers designated as being on the Labor Chapter 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 hire backs 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 Chapter 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 Chapter 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 Chapter Conference, if use of such time does not require any hire-back.

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 (1) 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 Chapter Representatives

After receiving the permission of the Chief or designee, which shall not be unreasonably denied, authorized representatives of the Labor Chapter 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 Chapter 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.

Section 9.26 Details

Officers will be paid three (3) hours of overtime for a detail that is cancelled with less than eight (8) hours notice prior to the start of the detail. Officers working a detail will be paid for the minimum hours listed for the detail or the actual hours worked, whichever is greater. Management retains the sole discretion to determine whether it will provide manpower for any external detail.

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, forty (40) hours a week, five (5) days per week during a seven (7) day work period. 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 or designee 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. Early car schedule will be 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m.
- 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) squads of Patrol Officers per shift.

Section 10.4 Shift Selection

Prior to each November 15th, 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 March 1st 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 November 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. Failure of an Officer to submit a request prior to each November 15th for permanent shift assignment will result in that Officer's request being last for consideration during that year's shift selection process.

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. Officers who are off duty as a result of a Day Trade are not subject to an involuntary hire-back. 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. The Department, absent emergencies, will provide Officers with a consecutive eight (8) hour rest period between shifts, except for court appearances. When staffing shortages occur, an Officer may be called in early for the Officers tour of duty or may be required to extend their 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 including travel from the training site back to the Village), 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, including travel from the training site back to the Village), 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.

C. Overtime for Ten (10) 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 (7) 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. Compensatory time will be returned if time off had been approved at the end of shift. Officers who have been granted permission to leave their shift early and who utilize benefit time and if requested to remain on duty must adjust or withdraw their benefit time request.

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. If an officer is called into work prior to his or her scheduled shift and such call-in is ½ hour or less to the start of their shift, the officer will be compensated for ½ hour at the overtime rate. If the call-in is more than one half hour prior to the officers shift, such officer will be paid a minimum of three hours at the overtime rate.

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. If a hire-back is canceled with less than eight (8) hours' notice to the covered member who accepted the assignment, a minimum of three (3) hours of overtime shall be paid.

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 and one-half (1.5) hours 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). The parties agree that the Village may assign newly hired officers, who are in the field training program, to temporary alternative duty schedules to enhance the training experience.

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 four hundred and eighty (480) overtime hours during a calendar year. An officer shall not use more than one hundred and twenty (120) hours of compensatory time as paid time off in the calendar year. At the end of each calendar year an Officer may carry over up to 84 accrued hours from those hours accrued in the compensatory time bank to the next calendar year. The Village will payout the remaining hours of the compensatory time bank in 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 10.19 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 of each year. Vacation leave must be taken in a minimum of one (1) hour increments and officers are required to “use or lose” one-half of the vacation days they earn each year. Officers are required to use or lose one-half (50%) of their earned annual vacation time during the calendar year it is earned; unless the Department cancels or denies their vacation utilization during that calendar year. If the utilization of vacation is denied by the Department, the Officer will be paid for that vacation time which could not be used because of operational needs of the Department. Up to 50% of the remaining vacation time may be carried over the next calendar year and placed in the Officer’s vacation day bank. 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. Any hours in excess of two-hundred-forty (240) hours shall be paid in conjunction with the vacation buyback program. Upon separation, Officers have the option of being paid for their earned vacation and/or be allowed to place vacation time earned into the Officer’s 457 retirement 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.

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. An Officer’s first year of service for vacation accrual purposes will end on December 31 of the calendar year in which the Officer was hired. The employee’s second year of service for vacation accrual purposes will then begin on January 1 of the calendar year following the year in which the employee was hired. For example, an employee’s first year of service for vacation accrual purposes will end on December 31, 2013 if the employee was hired at some point during calendar year 2013. The employee’s second year of service for vacation accrual purposes will then begin on January 1, 2014. 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 February 20 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 squad and/or 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 hire-back situation is subsequently created. The vacation time period begins March 1st and ends the last day of February the following year.

All scheduled days off preceding, following, and adjacent to vacation days are not subject to involuntary hire back. However, only one (1) Officer per squad and/or unit of assignment will be guaranteed vacation and the scheduled days off preceding, following, and adjacent to their approved vacation requests if those requests affect manpower in relation to the 4th of July and/or any day designated as the day in observance of the 4th of July (eg parade and fireworks) in accordance with our vacation selection process. Primary vacation selections take precedence over secondary vacation selections.

Prior to the beginning of the vacation selection period (January 1st - February 20th), the Village has the right, with proper written notice to the Union, to designate other special events which require at least fifteen (15) or more Officers per day with the following exception: The vacation selections of Officers for these special events may overlap as long as no more than two (2) Officers assigned to the same squad and/or unit of assignment are on vacation on the same day. However, only one (1) Officer per squad and/or unit of assignment will be guaranteed and not subject to involuntary hire back on the scheduled days off preceding, following, and adjacent to their approved vacation requests in accordance with the vacation selection process. Primary vacation selections take precedence over secondary vacation selections.

After the Vacation Selection Period, requests seeking time off when two (2) Officers assigned to the same squad and unit of assignment are already slotted for vacation will be considered on a seniority basis and shall be granted only if they will not require a hire-back situation. They shall not become confirmed until the twenty-first (21st) 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 hire-back 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 (20th) 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 hire-back situation. Once confirmed, such selections will not be cancelled by the Department even if a hire-back 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 Chapter 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 \$4,550 (effective July 15, 2014) 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. The Village shall retain the right to amend, revise, add to, or delete, or change in any manner its insurance programs, which provide insurance coverage benefits to employees; such changes include, but are not limited to, insurance carriers, HMO/PPO plans, benefit levels, plan design, co-pays, deductibles, and/or co-insurance and/or service delivery models as well as the substances and/or practices of insurance benefits (e.g. to change insurance carriers, HMO's, benefit levels, or to self-insure, etc.) as it deems appropriate as long as the new basic coverage and basic benefits of the healthcare plans are substantially similar to those currently in existence. Such changes shall include, but not be limited to, those recommended by the Village's Insurance Committee in order to maintain sound fiscal funding and/or to adopt generally recognized cost containment measures. The Village will make the final determination of which health care plans will be offered to its employees. If the Union wishes to reject the health insurance coverage being offered then it must notify the Village within 45 days of the Village's announcement of a change in the then current health insurance plan(s). Subsequently, the Union must present its objections to the new plan and indicate its desire to negotiate with the Village for a different plan covering employees subject to this collective bargaining agreement.

Effective January 1, 2020 employees shall contribute 15% of the total HMO IL and HMO BA monthly premium and 15% of the total PPO monthly premium for the medical insurance plan in which they are enrolled.

Employees shall contribute a percentage of the monthly premium for the medical insurance plan in which they are enrolled as outlined in the table below.

<u>Plan</u>	<u>Percentage of Premium Paid by Officer</u>			
	1-1-19	1-1-20	1-1-21	1-1-22
HMO Blue Advantage	16%	15%	N/A	N/A
HMO Illinois	16%	15%	15%	15%
PPO	20%	15%	15%	15%

During the term of this Agreement, the Village will initially provide three (3) health care plans. In contract year 2021, the HMO Blue Advantage plan will be eliminated. Employees may choose their plans during the Village's annual open enrollment period and/or when experiencing a qualifying life event which permits employees to change plans.

The Village will provide a Special Enrollment period in 2020 for bargaining unit members to make their new plan selections. The Village will make a good faith effort to implement the new plans within 60 days of the execution of the agreement, however the effective date will be on the 1st of a month.

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 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 annual reimbursement is \$1,800. All payments are subject to taxes and withholdings and shall be issued to the employee via payroll on a per pay-period basis (24 payrolls). Any employee who is an Officer that has a spouse, civil union partner, or parent that is also employed by the Village full-time, shall be ineligible from participation in the buy-back program if both remain covered by a Village provided health insurance plan as the primary or as the dependent. In the event the Health Insurance Buy-Back amount is increased for non-union employees, the bargaining unit members shall receive the same benefit.

Section 13.3 Dental Care

The Village will provide a dental insurance program for employees and their qualified dependents. The Village shall retain the right to amend, revise, add to, delete, or change in any manner its dental program, which provide dental coverage benefits to employees; such changes include, but are not limited to, dental plan providers, HMO / PPO plans, benefit levels, plan design, co-pays, deductibles, and co-insurance or service delivery models as it deems appropriate. Such changes shall be presented to the Village's Insurance Committee for review and discussion. The Village will make the final determination of which dental plans will be offered to its employees.

The Village will provide a Special Enrollment period in 2020 for bargaining unit members to make their new plan selections. The Village will make a good faith effort to implement the new plans within 60 days of the execution of the agreement, however the effective date will be on the 1st of a month.

Employees shall contribute 15% of the total monthly premium for dental insurance which shall be effective the same date as the health insurance elections.

Employees under this Agreement will not be eligible for the dental HRA program after the effective date of the special enrollment.

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.

Section 13.8: Village Insurance Committee

The Village shall maintain an Insurance committee to study, evaluate, and recommend insurance programs for all eligible employees to the Village Manager's Office. The Committee shall be chaired by a Village Manager's Office representative or designee who shall have the authority to establish a meeting agenda (employees may request that an item be placed on the agenda subject to the approval of the Chair) for each meeting of the Committee. The Committee Chair shall schedule meetings as needed to address issues concerning the insurance plans offered by the Village to its employees. The Committee may meet several times a year. The Committee will be comprised of employee representatives and Village staff from across the entire organization.

The police union will be permitted to select two employees to be a member of the Committee. The Village Manager's Office representative or designee shall determine the composition of the Committee except for those obligations outlined in this section.

ARTICLE 14 HOLIDAYS

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 1st, 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:

1st pay period of January each year
Both pay periods in February each year
1st pay period of March each year
1st pay period of April each year
2nd pay period of May each year
1st pay period of July each year
1st 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 and NIPAS EST staff are entitled to \$1,000 each year for clothing. The Village agrees to reimburse officers for bullet proof vests/body armor level II replacements every five (5) years or per the manufacturers recommended period, whichever is greater. The Village will provide reimbursement up to seven hundred dollars (\$700) for a bullet proof vest/body armor level II 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. Reimbursements for bullet proof vests/body armor level II replacements, provided under Article 15, shall be taxed in accordance with IRS rules and regulations.

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 drug and/or alcohol testing 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. For purposes of this article, "illegal" drugs includes cannabis, cannabis-infused products or any other drug whose use or possession is illegal exclusively under federal law. 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 drug or alcohol testing 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.

Additionally, in order to comply with 50 ILCS 727/1-25, any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to drug and alcohol testing by the end of the covered member's shift or tour of duty. If multiple officers discharged their firearm, during an incident resulting in an injury or death, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm shall be required to submit to drug and alcohol testing. If an officer is physically unable to comply with such testing due to his/her own injuries (e.g. undergoing surgery, unconscious) testing shall be conducted as soon as possible following necessary life saving measures. In conducting the testing authorized by this Labor Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Health & Safety Administration (SAMHSA).-Additional drug and alcohol testing of the officer may be conducted if otherwise

advised or requested by the State's Attorney's Office. The "Rehabilitation" provisions of Section 16.5 will not apply to a positive drug and/or alcohol test that is conducted pursuant to the requirements of 50 ILCS 727/1-25. Instead, discipline for such a positive drug and/or alcohol test will be governed by the "just cause" standard set forth in Section 7.9 of this agreement.

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 Labor Chapter.

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 conform to S.A.M.H.S.A. standards to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine shall not be directly witnessed unless there is reasonable suspicion to believe that the Officer is tampering with the testing procedure. The Glenview Police Department will not utilize a blood draw nor the taking of a blood sample in conducting its testing under the terms of this Agreement.

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.

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

Voluntary Reporting

Any Officer who voluntarily admits to the Chief his/her abuse of or dependence upon alcohol or prescribed drugs (which are not otherwise illegal under Illinois and/or federal law) 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.

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 CHAPTER 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 Labor Chapter dues for each Officer in the bargaining unit who has filed with the Village a written authorization form (attached hereto as Appendix B). The Village shall remit such deductions monthly to the Illinois Metropolitan Alliance of Police Labor Chapter at the address designated by the Labor Chapter. 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 Labor Chapter 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 Labor Chapter 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 Chapter agrees to refund to the Officers, any amounts paid to the Labor Chapter in error on account of this dues deduction provision. An Officer may revoke their voluntary dues deduction by notifying the Labor Chapter and the Village by certified mail – return receipt requested and providing thirty (30) days advance notice.

Section 18.2 Indemnification

The Illinois Metropolitan Alliance of Police Labor Chapter agrees to indemnify and hold harmless the Village, its 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-Offs

When there is an impending lay-off with respect to Officers in the bargaining unit, the Village shall inform the Chapter and affected covered members in writing no later than thirty (30) calendar days prior to such lay-off. The Village will provide the Chapter 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 Chapter. 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

Wages shall be retroactive to January 1, 2019 for all hours worked and/or any equity adjustment for all current bargaining unit members or former bargaining unit members who have separated from service for any reason other than discharged for just cause. Officers are eligible for a pay increase to the next higher step of the wage scale according to the schedule below:

1. 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).
2. 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.

	01-01-19	01-01-20	01-01-21	01-01-22
Hired Before				
7/15/2014	2.5%	2.5%	2.5%	2.5%
	\$109,192	\$111,922	\$114,720	\$117,588
	01-01-19	01-01-20	01-01-21	01-01-22
Hired After				
7/15/2014	Various	3.25%	3.25%	3.25%
1	\$74,500	\$76,921	\$79,421	\$82,002
2	\$77,315	\$79,828	\$82,422	\$85,101
3	\$80,130	\$82,735	\$85,424	\$88,200
4	\$82,946	\$85,641	\$88,425	\$91,299
5	\$85,761	\$88,548	\$91,426	\$94,397

6	\$88,576	\$91,455	\$94,427	\$97,496
7	\$91,391	\$94,362	\$97,428	\$100,594
8	\$94,207	\$97,268	\$100,429	\$103,693
9	\$97,022	\$100,175	\$103,431	\$106,793
10	\$99,837	\$103,082	\$106,432	\$109,891

Section 21.2 Longevity

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

2019 Longevity Schedule

Years of Service	Amount
7	\$797.95
8-9	\$959.04
10-11	\$1,038.32
12-13	\$1,122.01
14	\$1,196.61
15	\$1,508.77
16-17	\$1,589.61
18	\$1,684.90
19	\$1,748.84
20 or more	\$1,903.03

Section 21.3 Retirement/Service Recognition Payment

Any full-time Officer hired prior to January 1, 2009 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 on or after January 1, 2009 shall not receive any retirement/service recognition payment.

Section 21.4 Pre-certified Officers

When the Village decides in its sole discretion that it is appropriate to pay an officer, who was offered employment through the alternative Pre-Certified Police Officer hiring process, more than the starting pay rate of the relevant pay table in section 21.1-2, the Village will (at a minimum) pay that officer according to the following chart based on the candidate’s full years of continuous service with another law enforcement agency.

Full Years of Continuous Service	Starting Step
Less than 3 years	Step 1
3 – 5 years	Step 3
6 – 7 years	Step 4
Greater than 8 years	Step 5

For purposes of the above chart, partial years of service will not count for calculating step placement. For example, if the Village decides that an officer with 5 years and 220 days of continuous service with another law enforcement agency should receive more than the relevant starting pay rate in section 21.1, that officer would start at Step 3 of the relevant pay table in section 21.1. The Village will count service with only those law enforcement agencies that qualify a candidate for participation in the Pre-Certified hiring process (as those qualifications may change from time to time). When calculating a Pre-Certified officer's full years of continuous service for purposes of the chart above, the Village will not count periods when the officer served less than a full-time capacity (as defined by that law enforcement agency). For the purposes of the above chart, "continuous" full-time law enforcement service with other employers will include periods of less than sixty (60) days between full-time law enforcement employers. Periods of sixty (60) or more day will constitute a break-in-service, in which case the full-time law enforcement employment prior to the break-in-service will not count for the purposes of step placement described in the chart above.

The Village may decide to pay a Pre-Certified officer at a Step higher than the appropriate Step identified in the chart above, regardless of the officer's full years of continuous service with another law enforcement agency. If the Union objects to such a placement, the objections will be honored, and the placement will not occur.

Seniority for newly hired employees will continue to be determined by the date of hire as described in Section 9.18 of the parties' Collective Bargaining Agreement.

ARTICLE 22 POLICE AND FIRE COMMISSION

It is agreed that the Village shall provide the Labor Chapter 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 23 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 24 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 25 TERM OF AGREEMENT

Section 25.1 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, 2022. After December 31, 2022, 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, 2022, or prior to the end of any yearly period thereafter, except as set forth in this Agreement.

Section 25.2 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.

For the Village of Glenview

James R. Patterson Jr.
James R. Patterson Jr.
Village President
Date: _____

Matt Formica
Matt Formica
Village Manager
Date: 08/19/2020

Village Seal:

For the M.A.P. Labor Chapter:

Keith George
Keith George
MAP President
Date: 7/8/2020

Kevin Conroy
Kevin Conroy
Chapter President
Date: 7/22/20

Chase Bending
Chase Bending
Chapter Vice President
Date: 7/31/20

Bogdan Nenciu
Bogdan Nenciu
Chapter Secretary
Date: 7/22/20

Eric Eastman
Eric Eastman
Chapter Steward
Date: 7/22/20

Robert Fryc
Robert Fryc
Chapter Steward
Date: 07/27/20

Appendix A: Dues Check Off Authorization



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440
Phone: 630/759-4925 • Fax: 630/759-1902
E-mail: mapunion@msn.com • www.mapunion.org

CHECK OFF DUES AUTHORIZATION

PLEASE RETURN TO MAP

BOARD OF DIRECTORS

Keith R. George
President

Richard Tracy
Vice President

John P. Ward
Secretary

Raymond Violetto
Treasurer

John Holiday
Director

Mark Wolenberg
Director

Michael Martin
Director

CHIEF COUNSEL
Joseph Mazzone

CO-COUNSEL
Richard Reimer
Steven Calcaterra

STAFF COUNSEL
Keith Karbon

GENERAL COUNSEL
Ronald Cicinelli
Chris Potthoff
Jerry Marzullo
Jeffrey Goodloe
Raymond Garza
Gary Deuschle
Mark McQueary
Michael Butler

CHAPLAIN
Deacon Thomas Ross

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

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

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____

