

BEFORE THE POLICE BOARD OF THE CITY OF CHICAGO

IN THE MATTER OF CHARGES FILED AGAINST)
TIMEKEEPER JOICE A. GROVE) No. 04-2546
EMPLOYEE NO. 307213)

FINDINGS AND DECISION

On April 7, 2004, the Superintendent of Police filed charges with the Police Board of the City of Chicago against Timekeeper Joice A. Grove, Employee No. 307213 (hereinafter sometimes referred to as "Respondent"), for violating the following rules:

Rule 1: Violation of any law or ordinance.

Rule 2: Any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department.

Before any hearing in this case was held, the Superintendent of Police's counsel and Respondent's counsel entered into a Settlement Agreement And Stipulation ("Stipulation"), which was signed by the respective counsel and the parties. (A copy of that document is attached as Exhibit A.)

1. The Respondent was at all times employed as a Timekeeper by the Department of Police of the City of Chicago.

2. The charges were filed in writing and a Notice, stating the time, date and place, when and where a hearing of the charges was to be held, together with a copy of the original charges, was served upon the Respondent more than five (5) days prior to the hearing on the charges.

3. A Stipulation with the agreed upon punishment was signed as of September 21, 2004 (which Stipulation is attached as Exhibit A).

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Timekeeper Joice A. Grove
Employee No. 307213

4. Respondent was represented by a lawyer of her choice throughout this entire proceeding.

5. Respondent Timekeeper Joice A. Grove, Employee No. 307213, charged herein, contrary to the Rules and Regulations, is **guilty** of violating to wit:

Rule 1: **Violation of any law or ordinance**, which charged that on or about July 25, 2001, at Carson Pirie Scott, 7601 South Cicero, Chicago, Illinois, Timekeeper Joice A. Grove, Employee No. 307213, committed the offense of Retail Theft, as she represented to the merchant that she or another was the lawful owner of property, knowing that such representation was false, and conveyed or attempted to convey that property to the merchant who was the owner of the property in exchange for money, merchandise credit or other property of the merchant, thereby violating Chapter 720 ILCS 5/16A-3(f).

Rule 2: **Any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department**, which charged that on or about July 25, 2001, at Carson Pirie Scott, 7601 South Cicero, Chicago, Illinois, Timekeeper Joice A. Grove, Employee No. 307213, committed the offense of Retail Theft, as she removed a dress from a rack and then returned the dress for a credit refund toward her charge account, without purchasing the dress first, thereby impeding the

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Employee No. 307213

Department's efforts to achieve its policy and goals and bringing discredit upon the Department.

By reason of the findings of fact, the Respondent Timekeeper Joice A. Grove, Employee No. 307213, is **guilty** of violating Rules 1 and 2, and pursuant to the terms of the Stipulation, cause exists for the suspension of Respondent Timekeeper Joice A. Grove, Employee No. 307213, from her position as a Timekeeper from the Department of Police and from the services of the City of Chicago, from April 10, 2004 to and including September 29, 2004, with restoration of all rights and privileges thereafter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Johnson', is written over a horizontal line.

THOMAS E. JOHNSON
Hearing Officer

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Timekeeper Joice Grove
Employee # 307213

D E C I S I O N

The members of the Police Board, having read and reviewed the proposed Settlement Agreement and Stipulation, hereby adopt said Stipulation and finds as follows:,

IT IS HEREBY ORDERED that Timekeeper Joice Grove, Employee # 307213, Respondent in Police Board Case No. 04-2546, is guilty of having violated Rules 1 and 2, and is hereby suspended from her position as a Timekeeper, and from the services of the City of Chicago, from April 10, 2004, to and including September 29, 2004.

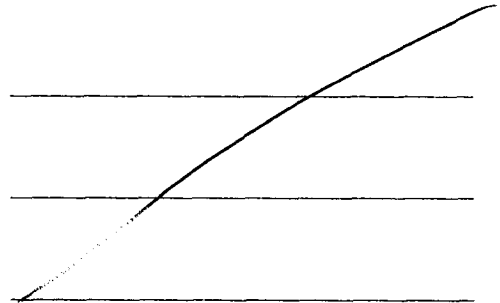
DATED AT CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, THIS
5th DAY OF OCTOBER, 2004.

Kenneth J. Curry
William C. Lutz
Phyllis Spelbaum
Patricia C. Boll
Robert J. Gaff
W. J. [Signature]
Scott Davis
[Signature]
[Signature]
Executive Director,
Police Board

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Timekeeper Joice Grove
Employee # 307213

D I S S E N T

The following members of the Police Board hereby dissent from the decision of the majority of the Board.



RECEIVED A COPY OF THIS COMMUNICATION

THIS _____ DAY OF _____, 2004

SUPERINTENDENT OF POLICE

BEFORE THE POLICE BOARD
OF
THE CITY OF CHICAGO

IN THE MATTER
OF CHARGES AGAINST
JOICE GROVE,

Respondent.

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Case No. 04-2546

POLICE BOARD CITY OF CHICAGO

SETTLEMENT AGREEMENT AND STIPULATION

Respondent, Time Keeper Joice Grove, by her attorney, Scott Miller, and the Superintendent of Police, Philip J. Cline, by his attorney, Mara S. Georges, Corporation Counsel of the City of Chicago, herein stipulate and agree to the following:

1. On April 7, 2004, the Superintendent filed charges with the Police Board of the City of Chicago (the "Police Board") seeking discharge against the Respondent, Time Keeper Joice Grove, Employee Number 307213. The Superintendent alleges that, (1) on or about July 25, 2001, at Carson Pirie Scott, 7601 South Cicero, Chicago, Illinois, Timekeeper Joice A. Grove committed the offense of Retail Theft, as she represented to the merchant that she or another was the lawful owner of property, knowing that such representation was false, and conveyed or attempted to convey that property to the merchant who was the owner of the property in exchange for money, merchandise credit or other property of the merchant, thereby violating Chapter 720 ILCS 5/16A-3(f); and (2) on or about 25 July 2001, at Carson Pirie Scott, 7601 South Cicero, Chicago, Illinois, Timekeeper Joice A. Grove committed the offense of Retail Theft, as she removed a dress from a rack and then returned the dress for a credit refund toward her charge account, without purchasing the dress first, thereby impeding the Department's efforts to achieve its policy and goals and/or bringing discredit upon the Department.

EXHIBIT A


2. Timekeeper Joice Grove was suspended without pay on April 10, 2004.
3. The parties, through their attorneys, have advised the Police Board that they desire to resolve this case without the burden and delay of further litigation, and that an agreement has been reached by the parties which is set forth herein. It is agreed that neither this Stipulation and Settlement Agreement nor any of its terms shall be offered or received in evidence in any civil or administrative action or proceedings, or used in any manner whatsoever, as an indication of wrongdoing, or of the legal position in these proceedings, of the Chicago Police Department, the Superintendent of Police, or any of its officers, agents, or employees of the City of Chicago including the respondent herein. The parties expressly state that they are entering into this Stipulation and Settlement Agreement solely for the purposes of avoiding further expense, inconvenience and the distraction of burdensome litigation.
4. The parties have agreed upon the imposition of a time-served suspension to resolve this matter. The parties have agreed that Timekeeper Joice Grove will not be paid any back pay. Therefore, in consideration of the provisions of this Stipulation and Settlement Agreement, the Superintendent recommends to the Police Board that Timekeeper Joice Grove be suspended for the period from April 10, 2004 up to and including September 29, 2004 . Timekeeper Joice Grove will be returned to her position on September 30, 2004.
5. In consideration of the provisions of this Stipulation and Settlement Agreement, the respondent agrees to hold harmless, release and forever discharge the City of Chicago, its departments, officers, agents and employees from any actions, claims, causes of actions, demands, losses, damages or conditions or reinstatement arising out of the suspension

herein referred to.


6. The parties expressly understand that the terms and obligations of this Stipulation and Settlement Agreement are subject to and conditioned upon acceptance and adoption by the Police Board. In the event that this Stipulation and Settlement Agreement is not accepted by the Police Board, it shall be deemed null and void, and this matter shall be returned to the Board's calendar for hearing, and no facts or admissions referenced in this agreement shall be used against either party.
7. If the Police Board enters an order accepting and adopting the provisions of this Stipulation and Settlement Agreement, the respondent waives any and all forms of review of that order, in any forum whatsoever.
8. The parties further agree that this Stipulation and Settlement Agreement, and all of its terms, contains the entire agreement between the parties, and shall be binding on the parties, their representatives, successors and assigns.

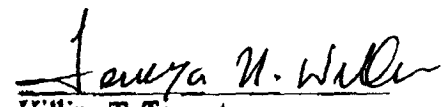
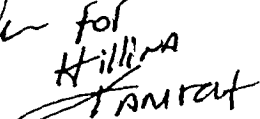
City of Chicago
Department of Police


Timekeeper Joioe A. Grove

By: 
for Philip J. Cline
Superintendent of Police

MARA S. GEORGES
Corporation Counsel of the City of Chicago


Scott D. Miller
Attorney for Respondent

By:  for
Hillina T. Tamrat
Assistant Corporation Counsel 

Dated: 9/21/04