

COLLECTIVE BARGAINING AGREEMENT

Between The
CITY OF HARVARD

And The
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/
F.O.P. LODGE NO. 134**

Effective
May 1, 2014
Through
April 30, 2017

TABLE OF CONTENTS

Article		
Agreement		3
Article I	RECOGNITION AND COVERAGE	4
Article II	INHERENT MANAGEMENT RIGHTS RESERVED	4
Article III	LODGE SECURITY	5
Article IV	NON-DISCRIMINATION	6
Article V	LODGE REPRESENTATION ACTIVITIES	6
Article VI	NO STRIKE	8
Article VII	RULES, DISCIPLINE AND THE BILL OF RIGHTS	8
Article VIII	CONTRACT GRI EVANCE PROCEDURE	9
Article IX	LABOR-MANAGEMENT COMMUNICATION CONFERENCE	12
Article X	SENIORITY	12
Article XI	LAYOFF AND RECALL	14
Article XII	HOURS OF WORK AND OVERTIME	14
Article XIII	UNPAID LEAVES OF ABSENCE	16
Article XIV	PAID LEAVES OF ABSENCE	17
Article XV	WAGES	18
Article XVI	PAID DAYS OFF	19
Article XVII	INSURANCE	20
Article XVIII	EDUCATION AND TRIAINING	22
Article XIX	CLOTHING ALLOWANCE	23
Article XX	CITY OF HARVARD BOARD OF POLICE COMMISSIONERS	23
Article XXI	INDEMNIFICATION OF EMPLOYEES	24
Article XXII	SAFETY	24
Article XXIII	INVALID ARTICLES	25
Article XXIV	COMPLETE AGREEMENT	25
Article XXV	DURATION AND TERMINATION	26
APPENDIX A	F.O.P.CHECK-OFF FORM	29
APPENDIX B	MINIMUM HOURLY RATES OF PAY	30 & 31
APPENDIX C	UNIFORM LIST.....	32
APPENDIX D	INSURANCE PLAN	33

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Harvard, an Illinois municipal corporation, hereinafter referred to as "City," and the Fraternal Order of Police, Harvard Lodge No. 134, and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as "Lodge."

The collective bargaining relationship and this ensuring collective bargaining agreement is created, defined, and limited by the Illinois Public Labor Relations Act, as amended, hereinafter referred to as the "Act." It is the parties' intent that this collective bargaining agreement cover only and thereby be limited solely to those subjects determined to be mandatory subjects of bargaining under the Act. In all instances, the provisions of this collective bargaining agreement shall be interpreted in strict accord with the Act.

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties' orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment, to the extent such are not excluded by Section 4 of the Act. As such, it is the express intent of the Lodge and the City to set forth herein all areas of agreement concerning certain employees of the City with regard to those mandatory subjects of bargaining, including a final method of adjusting disputes concerning the interpretation hereof.

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

ARTICLE I
RECOGNITION AND COVERAGE

SECTION 1.1

Consistent with the Act and in accord with the "Certification of Voluntary Recognized Representation" by the State of Illinois State Labor Relations Board in Case No. S-VR-41, the City recognizes the Lodge as the sole and exclusive representative of the City's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding mandatory subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

SECTION 1.2

The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

:
All full-time commissioned police officers below the rank of Lieutenant; but, excluding all full-time commissioned police officers including the rank of Lieutenant and above, all civilian employees, and all confidential, supervisory, and managerial employees, as defined by the IPLRA.

ARTICLE II
INHERENT MANAGEMENT RIGHTS RESERVED

SECTION 2.1

All the rights, powers, functions, and authority which the City had prior to the signing of this Agreement (including those with respect to wages, hours, and working conditions) are retained by the City, except as those rights, powers, functions or authority that are expressly and specifically abridged, modified or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or otherwise limited as mandatory subjects of bargaining.

SECTION 2.2

The rights, which are vested exclusively in the City, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right:

to determine the organization and operations of the City of Harvard Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the workforce, including the right to lay-off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedule, and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine the overall budget; to establish, implement and maintain an effective internal control program; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(i) or about which the City is not required to bargain in accord with Section 4 of the Act.

SECTION 2.3

There shall be no prohibition by the City preventing an employee from belonging to a rescue squad, a volunteer fire department or any other outside civic or fraternal organization so long as any such membership or its activities do not interfere with said employee's performance of duty.

ARTICLE III **LODGE SECURITY**

SECTION 3.1

(A) Each employee who, on the effective date of this Agreement, is a member of the Lodge, and each employee who becomes a member of the Lodge after the effective date of this Agreement, shall be required to maintain his membership in good standing in the Lodge during the term of this Agreement. For the purposes hereof, "membership" shall mean the timely tender of periodic dues and fees uniformly required by the Lodge as a condition of acquiring and maintaining membership.

(B) The employer shall make monthly payroll deductions for regular Lodge dues and, if any, initiation fees for each Lodge member employee covered by this Agreement, upon receipt of a written and signed authorization form in accordance with Appendix A, attached hereto and incorporated herein, from said employee. Said amounts shall be forwarded to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accord with the schedule submitted to the City by the Lodge.

SECTION 3.2

An employee who is not or does not become a member of the Lodge during the term of this Agreement and thus is not covered under the provisions of Section 3.1 above, shall be required to pay a "fair share" fee (not to exceed the amount of periodic dues uniformly required by the Lodge as a condition of maintaining Lodge membership) to cover a proportionate share of the cost of collective bargaining and contract administration.

At any time, the Lodge seeks to recover a proportionate share of the cost of collective bargaining and contract administration, the Lodge shall supply the City with all such documents that may be necessary to substantiate and/or review the proportionate share claimed by the Lodge.

SECTION 3.3

The rights, obligations, and limitations concerning Union security, including fair share deductions, shall be interpreted and applied in strict accord with Section 6 of the Act. The Lodge shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) with regard to the constitutional rights and obligations of fair-share fee payers.

SECTIONS 3.4

The Lodge shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys' fees incurred by the City, that shall arise out of or by reason of action taken by the City pursuant to this Article.

SECTION IV
NON-DISCRIMINATION

SECTION 4.1

The City and the Lodge agree that in their respective practices, policies, and with regard to the application of any provisions of this Agreement, they shall comply with and to the extent of, applicable and valid state and federal laws regarding non-discrimination and equal employment opportunity. This section shall not be subject to the grievance procedure contained in Article VIII.

SECTION 4.2

Except as provided in Article VI of this Agreement, neither the Lodge nor the City shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Lodge, or who refrain therefrom.

SECTION 4.3

Use of either male or female gender in this Agreement shall be construed to also refer to the other. Use of singular form or plural form in this Agreement shall be construed to also refer to the other.

ARTICLE V
LODGE REPRESENTATION ACTIVITIES

SECTION 5.1

All representation activities by or on behalf of the Lodge, or employees regarding the Lodge, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time paid for by the City.

SECTION 5.2

The City shall not unreasonably interfere with legitimate representation activity necessary to the administration of this Agreement.

SECTION 5.3

The Lodge shall notify the City, in writing, regarding the names of those Lodge representatives having business and authority to conduct business with the City. The City shall not recognize any Lodge representative or acknowledge the authority thereof until his name and official position have been verified, in writing, to the Mayor of the City with a copy to the Chief of Police.

SECTION 5.4

The City shall provide designated space on an available bulletin board or suitable bulletin boards for use by the Lodge. Such bulletin boards shall be used exclusively for posting the following types of notices:

- (a) Notices of Lodge recreational and social affairs;
- (b) Notices of Lodge meetings, appointments, and elections; and
- (c) Reports of Lodge, committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything of a political nature or anything reflecting upon the City or any of its employees. There shall be no distribution or posting of notices or any kind of literature upon the City's property by employees or by the Lodge, except as herein provided.

SECTION 5.5

Up to three (3) employees shall be designated as members of the Lodge negotiating team. The City shall make every reasonable effort to rearrange the employees' schedules to permit their attendance at negotiating sessions, subject to:

- (a) at no time shall more than one (1) such employee attending be on duty; nor,
- (b) will negotiations interfere with performance of duty where there is extraordinary need or emergency. Subject to the foregoing, up to one (1) of the employees may be granted release time, with pay, if negotiations occur during said employee's scheduled working time

SECTION 5.6

Those representatives of the National or State Lodge whom are authorized, in writing, shall be permitted to visit the City during normal working hours to talk with employees of the local lodge and/or representatives of the City in the course of contract administration provided such a visit receives the prior consent from the Chief of Police, which consent shall be withheld only to prevent interference with the employees' proper performance of duty.

SECTION 5.7

Two (2) representatives, designated in writing, shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to legitimate contract administration at reasonable times and with the employee's prior written consent.

SECTION 5.8

One (1) Lodge representative shall be granted release time, with pay, to attend the Step 2 meeting provided in Section 8.4 or the Hearing provided in Section 8.5 of the Grievance Procedure in Article VIII provided the meeting or the Hearing is scheduled during the Grievant's normal scheduled working time.

ARTICLE VI
NO STRIKE

SECTION 6.1

Neither the Lodge nor its officers, agents or members will cause, permit, sanction, condone, authorize, incite or take part in any strike, slowdown, picketing, work stoppage, or other interference with the operations of the City in any way whatsoever; whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law, nor in sympathy or honor of any other picket line while this Agreement is in effect. The parties specifically agree that neither the Lodge, nor any employee covered by this Agreement, shall refuse to cross any picket line by whomever established, nor to encourage any other employee to cross the picket line. The Lodge specifically acknowledges that each employee who holds a position of officer or representative of the Lodge occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this section.

SECTION 6.2

In the event an employee or employees engage in any action prohibited by Section 6.1 above, the lodge shall immediately disavow such action, in writing and/ or in all other forms reasonably required by the City, and shall further advise such employees of their obligation under this Agreement and under the Act and shall direct such employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon complying with the requirements of this Section, the Lodge, including its officials and agents, shall not be liable for damages for violations of Section 6.1, unless the Lodge, by its officials or agents, has acted in violation of Section 6.

SECTION 6.3

Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the City against any employee who participates in action prohibited by Section 6.1 shall not be considered a violation of this Agreement, and further, to the extent the Grievance Procedure in Article VIII is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

SECTION 6.4

In the event of a violation by an employee or by the Lodge hereunder, the City shall have the right to enforce any and all legal or equitable rights or remedies.

ARTICLE VII
RULES, DISCIPLINE, AND THE BILL OF RIGHTS

SECTION 7.1

Maintenance of discipline and appropriate conduct is the duty of each employee. Except as herein specifically provided, establishment of rules, regulations, and other parameters of conduct is the exclusive responsibility of the City.

SECTION 7.2

Except as otherwise specifically provided herein, the City retains the right to establish, adopt, publish, put into effect, change, amend, and enforce reasonable rules and regulations for employee conduct and safety, and to fix the penalties for violation thereof and to determine and implement discipline for violation of such standards.

SECTION 7.3

The City specifically confirms and embraces the procedure set forth in 50 ILCS 725/1 et. seq., more commonly known as the "Peace Officers Bill of Rights."

SECTION 7.4

The City shall supply updated copies of the rules and regulations of the City to each employee covered by this Agreement. In addition, the City shall allow employees to utilize a City owned photocopy machine to make copies of the rules of the Police Commission.

SECTION 7.5

The City agrees to comply with the provisions of the Illinois Personnel Records Review Act, 820 ILCS 40/7 et. seq.

SECTION 7.6

Employees shall be required to reside within thirty (30) air miles of the corporate limits of the City.

SECTION 7.7 RETENTION OF DISCIPLINARY RECORDS

Upon the Employee's request, any record of a verbal reprimand shall be removed from the Employee's personnel file after a period of six (6) months.

Upon the Employee's request, any record of a written reprimand shall be removed from the Employee's personnel file after a period of one (1) year.

Upon the Employee's request, any record of a disciplinary action greater than a written reprimand, but less or equal to a three (3) calendar day suspension, shall be removed from the Employee's personnel file after a period of five (5) years, provided that no other suspension is given during the five (5) year period.

Disciplinary actions greater than a three (3) calendar day suspension shall remain a permanent part of the employee's personnel file.

SECTION 7.8 DISCIPLINE

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary Officer for up to thirty (30) calendar days or dismiss a non-probationary Officer for just cause, without filing charges with the City Board of Fire and Police Commissioners. Neither the Chief of Police nor the City or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary Officer; instead all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the Officer to

file a grievance as described herein. If the officer elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VIII of this Agreement, except that it shall be filed at Step 2 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article VIII of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS Se. 10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the City Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

ARTICLE VIII **CONTRACT GRIEVANCE PROCEDURE**

SECTION 8.1

A "Grievance" is defined as a dispute, arising between an employee and the City, concerning the interpretation or application of a specific provision of this Agreement. The original Grievance shall at no step of the Grievance Procedure be expanded or enlarged.

SECTION 8.2

The Grievance Procedure provided herein shall be the exclusive means of resolving Grievances arising under the terms of this Agreement; provided, however, any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the City, to have such Grievance fully adjusted, without the intervention of the Lodge or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further that the City will by notice to the designated Lodge representative, give the Lodge an opportunity to have a Representative present at the final adjustment.

SECTION 8.3

It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

SECTION 8.4

All Grievances, as above defined, shall be presented, and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time:

Step 1 Any Grievance shall be presented in writing, and signed by the aggrieved employee(s) to the Chief of Police within fifteen (15) calendar days of the event first giving rise to the claim of Grievance. The written Grievance must clearly identify all the facts giving rise to the Grievance, clearly identify all specific contract provisions which it is claimed were violated, and clearly

identify the relief requested. The Grievant and Lodge shall be bound by the specific facts, contractual provisions, and relief requested in the original written Grievance. The Chief of Police shall give his answer, in writing (with a copy to the Lodge), to the employee within ten (10) calendar days after the date on which the Grievance was first presented to the Chief of Police. The solution offered by the Chief of Police, if accepted, shall settle the Grievance.

Step 2 If the Chiefs answer to step 1 is considered not satisfactory, the Grievance may, within five (5) calendar days after the day on which the Chiefs written answer is given, be appealed by the Lodge to the City Administrator, or his designated representative. The City Administrator shall give his answer within ten (10) working days after the date on which the Grievance was first presented to him. The solution offered by the City Administrator, if accepted, shall settle the Grievance.

Step 3 If the City Administrator's answer to step 2 is considered not satisfactory, the Grievance may, within five (5) calendar days after the day on which the City Administrator's written answer is given, be appealed by the Lodge to the Mayor or his designated representative. Within ten (10) working days of such appeal, the City and Lodge, shall schedule a meeting at a mutually agreeable time and place. If the parties cannot resolve the matter at said meeting, the Lodge within fifteen (15) calendar days of final adjournment of said meeting, may proceed to arbitration in accord with section 8.5 of this Article.

The Grievant and the Union shall be bound by the specific facts, contractual provisions, and relief requested, in writing, at Step 1, and no facts, contractual provisions, arguments or relief not thusly requested shall be subsequently considered. An extension of time for the filing of a Grievance, answering of a Grievance or any Grievance meetings may occur by mutual written agreement of the parties.

SECTION 8.5

In the event a Grievance is not resolved at Step 2 of Section 8.4 of this Article and the Lodge timely requests it proceed to Arbitration, such shall occur in accord with the following:

- (A) Within fifteen (15) calendar days after the Union's request to submit the matter to Arbitration, the Union and the Employer shall attempt to select, by mutual agreement, and impartial Arbitrator. If the parties cannot agree upon an impartial Arbitrator, the Union shall request the Federal Mediation and Conciliation Service to furnish the parties with a panel of seven (7) regular, neutral Arbitrators. Upon receipt of such list, each party shall strike a name from the list, with the first strike determined by the flip of a coin, until only one (1) name remains who shall be the Arbitrator.
- (B) The expenses of the Arbitrator, including a transcript, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, witnesses, counsel, and transcript.
- (C) Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," IRS Chapter 10, Section 30-114.
- (D) The Arbitrator's decision shall be consistent with the Agreement, shall cover only the specific issue in dispute without recommendation on other matters, shall be in writing, shall state the Arbitrator's reasons for his decisions and shall be served upon all parties to the proceeding or their counsel by certified mail. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the City. The Arbitrator shall have no power

to make a decision contrary to or inconsistent with statutes, final court decisions or administration rules and regulations which have the force of law, nor shall the Arbitration in any way limit or interfere with the powers, duties, and responsibilities of the City under law and applicable judicial authority.

- (E) Only with regard to a Grievance properly and timely submitted and processed in strict accord herein and otherwise within the jurisdiction of the Arbitrator shall his decision be final and finding upon the City, the Lodge, and the employees in the bargaining unit.

SECTION 8.6

All Grievances, must be presented in compliance with the procedures outlined above. Both the City and the Lodge agree that no Grievance will be processed unless the specific provisions and time limits are precisely followed. Time limits provided for in the steps of the Grievance Procedure may be extended by prior written mutual agreement. Unless time limits are waived by prior written mutual agreement, Grievances must be appealed within the time limits established in each step of the above procedure or they shall be considered settled on the basis of the last answer.

SECTION 8.7

Any employee shall have the right to Lodge representation at any interview in which the employee reasonably believes that disciplinary action may be taken against him and for which the employee requests such representation. The employee's request for such representation shall not unreasonably delay the interview.

ARTICLE IX **LABOR-MANAGEMENT COMMUNICATION CONFERENCE**

SECTION 9.1

In the interest of efficient management and harmonious employee relations, it may be desirable that quarterly meetings or special emergency meetings be held between Lodge representatives and administrative representatives of the City if requested by either party. Such shall be requested at least seven (7) days in advance by either party by providing a written request to the other, and expressly providing a proposed agenda for such meetings. Such meetings, at mutually agreed times and locations, shall be limited to:

- (A) discussions concerning the implementation and general administration of this Agreement; or
- (B) sharing of general information of interest to the parties.

SECTION 9.2

The parties expressly acknowledge that such conferences are neither collective bargaining nor for the purpose of considering any matter being processed as a Grievance. The conference is solely for the exchange of information and opinion designed to enhance communication in the interest of optimal police service to the residents and visitors of the City of Harvard.

SECTION 9.3

Attendance at such conferences by employees is strictly voluntary and except as hereafter provided, shall not be counted as compensable time, nor shall such interfere with duty time. The foregoing notwithstanding, on-duty attendance by an employee may be granted by the Chief of Police, in his sole discretion, upon a five (5) calendar day advance written notice if the Chief determines such would be consistent with the best interests of the City.

ARTICLE X
SENIORITY

SECTION 10.1

Seniority, for all purposes under this Agreement, shall be measured from the employee's last date of hire into the bargaining unit covered by this Agreement. The relative seniority of employees with the same seniority date shall be determined by the employee's social security number -- the employee with the lowest social security number shall have the greatest seniority.

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in Section 10.5 of this Agreement. A former employee- shall be considered as a new applicant and shall receive no credit for former seniority which was forfeited by termination of former employment.

SECTION 10.2

Seniority, and any rights accruing therefrom, shall be applicable only where expressly provided with regard to a benefit or working condition.

SECTION 10.3

Except has herein otherwise provided, a new employee shall be considered a regular employee eligible for any and all benefits provided for in this Agreement. The probationary period for new employees shall be twelve (12) months for previously-trained officers, eighteen (18) months for employees who have yet to attend State Training. Such new employee can be laid off or discharged at any time during this probationary period without recourse under this Agreement

SECTION 10.4

An up-to-date seniority list shall be maintained in the Chiefs office. The Chief shall post on the bulletin board copies of the up-to-date seniority list within fifteen (15) days after execution of this Agreement and thereafter shall compile and post an accurate seniority list annually and provide a copy to the Lodge.

The Seniority records of any individual employee shall be available to that employee during normal business hours.

SECTION 10.5

An employee's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

- (A) Quitting;
- (B) Discharge for just cause;
- (C) Failure to report to work at the end of a vacation or authorized leave of absence, unless due to the incapacitation or serious illness of the;
- (D) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of layoff or twenty-four (24) months;

- (E) Seeking or engaging in gainful employment during a leave-of absence, unless such is specifically granted during that leave, or the collection of unemployment compensation during a leave of absence;
- (F) Retirement; or
- (G) Proven medical inability to perform job.

ARTICLE XI
LAYOFF AND RECALL

SECTION 11.1

When, in the City's discretion, it becomes necessary to reduce the work force, employees shall be laid off in reverse order of seniority, provided the remaining employees have the skill, ability, experience, and physical fitness to perform the work. Notice of layoff shall be in writing thirty (30) calendar days prior to the date of layoff to the affected employee(s) with a copy to the Lodge.

SECTION 11.2

When there is an increase in the work force and there are qualified employees on layoff who are still retained on the seniority list, recall shall be in reverse order of layoff.

SECTION 11.3

The City shall require an employee recalled from layoff to pass a physical examination conducted at the City's expense by a City designated physician, as a prerequisite to recall.

SECTION 11.4

Bargaining unit work shall not be subcontracted, nor otherwise performed, by a part-time, probationary employees, or Police Assistants/Community Service Officers while a qualified employee on the seniority list is on layoff.

ARTICLE XII
HOURS OF WORK AND OVERTIME

SECTION 12.1

This Article defines the basic hours of work and shall not be construed as a guarantee of work per day or per week, nor of days of work per week.

SECTION 12.2

The basic payroll period shall begin at the time the first employee begins to work that payroll week and shall end the second following Monday at midnight, thus consisting of fourteen (14) consecutive calendar days.

SECTION 12.3

During October of each calendar year, the City shall continue to utilize the current shift preference system, by seniority in rank, of allowing a first and second shift preference designation by the patrol officers and sergeants, for the upcoming calendar year. Once the shift preference system has been completed, the Chief of Police, or his designee, at his discretion, shall make the available shift assignments. In the event that

it becomes necessary to alter this process, the City agrees to meet with the F.O.P. Labor Council to discuss possible alternatives. Furthermore, once shifts have been assigned for the following calendar year, any changes shall not be made in an arbitrary or capricious manner.

Due to any change or transition of scheduled shifts or hours of work, by the City, of an employee, such change shall not result in a reduction of hours or loss of pay to said employee.

The normal schedule shall be eight and one-half (8 ½) consecutive hours, including a paid meal period of thirty (30) minutes. The one half (1/2) hour per day of the eight and one half (8 ½) hour shift shall be divided in increments as follows: two tenths (.2) of an hour prior to the employee's shift and three tenths (.3) of an hour after the employee's shift respectively, for the exchange of information with the change of shifts.

SECTION 12.4

An employee required to appear in court other than during said employee's scheduled work time shall be compensated the greater of actual time required or three (3) hours, at the appropriate overtime rate of one and one-half (1-1/2) times his/her regular rate of pay.

SECTION 12.5

An employee who has completed his regularly scheduled work and any daily overtime and who has left the City's premises, who is called back to duty, shall be paid for a minimum of three (3) hours work or the actual time worked, whichever is greater, at the appropriate overtime rate of one and one-half (1-1/2) times his/her regular rate of pay. An employee who is ordered to work on his regularly scheduled day off, or scheduled P.D.O. day, shall be compensated at the rate of two (2) times his regular rate of pay for all hours worked on those days, with a minimum of three (3) hours pay as per this section. If the required work time the officer is needed is less than the guaranteed three (3) guaranteed hours for pay, or the employee can waive the three (3) hour requirement, and leave, being compensated for the actual hours worked only.

SECTION 12.6

The City shall have the right to require an employee to work overtime. Additionally, bargaining unit employees shall have the opportunity to work extra hours consistent herewith.

a) **Scheduled Overtime.** The monthly schedule shall be posted by the City at least fourteen (14) calendar days in advance. No later than seven (7) calendar days prior to the beginning of said schedule, bargaining unit employees shall, by seniority, provide written notice of a desire to work specific extra hours where such need is reflected by the schedule. These selections will be first offered to the full-time officers, by seniority, with the most senior bargaining unit officer having the first opportunity to work the scheduled overtime. If the overtime remains available it shall then be filled by the City from any source.

b) **Non-Scheduled Overtime.** When any non-scheduled overtime opportunity occurs, it shall be first offered to the full-time officers, by seniority, with the most senior bargaining unit officer having the first opportunity to work the overtime. If the overtime remains available, it shall then be filled by the City from any source.

SECTION 12.7

An employee shall be paid one and one-half (1-1/2) times his regular rate of pay for all work performed in excess of eight and one-half (8 ½) hours per day and his normally scheduled hours, whichever is greater, but in no case both, and two (2) times his regular rate of pay for all work performed in excess of twelve and one-half (12-1/2) consecutive hours of work on any work day or work schedule. The City will not change the employee's regularly-scheduled days off or duty hours for the sole purpose of avoiding the payment of

overtime. Hours taken as paid days off for the purposes of this section shall be considered hours worked. Hours or days taken as sick leave shall not be considered as hours worked for the purpose of this section.

SECTION 12.8

The City shall make suitable provisions for the recording of hours worked by each employee.

SECTION 12.9

An employee whose regularly scheduled day off falls on Christmas Day, or Thanksgiving Day, and who is ordered to work that holiday, shall be compensated for such hours at the rate of two (2) times the employee's regular hourly rate of pay. An employee whose scheduled Paid Day Off falls on Christmas Day, or Thanksgiving Day, and who is ordered to work that holiday, shall be compensated for such hours at a rate of two (2) times the employee's regular hourly rate of pay for a minimum of eight (8) hours work or the actual time worked, whichever is greater, and the Paid Day Off may be canceled by the employee, thereby returning the day to the employee's accrual bank.

SECTION 12.10

Any employee assigned as officer in Charge for all, or any part of the shift, shall be compensated for acting in that capacity at the rate of two dollars (\$2.00) per hour of pay added to the employee's straight time hourly rate, for each hour, or portion of an hour, working in that capacity. To be considered as an officer in charge, an employee must have had officer in charge training and must have been a police officer for the City of Harvard for at least five (5) years.

SECTION 12.12

The City 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 or overtime hours worked by bargaining unit members. Par-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. Overtime work, including hirebacks, requiring sworn officers, shall be offered initially to regular full-time officers before being offered to part-time officers.

ARTICLE XIII **UNPAID LEAVES OF ABSENCE**

SECTION 13.1

Any unpaid leave of absence may be granted to a requesting employee by the City for the following reasons: extended illness or injury, emergency, military duty, or Lodge business. When any such leave exceeds twenty-one (21) calendar days, an employee may continue enrollment in the City's insurance plan, in accord with Article XVII, by arranging to prepay the premiums, on a monthly basis, during said leave or any extension thereof. An employee on leave of absence for more than twenty-one (21) calendar days shall not receive any other pay or benefits (including vacation, sick days, personal days, etc.) during such leave. Unless excepted by mutual agreement between the City and the Lodge, expressed in writing prior to any leave of absence, an employee will continue to accumulate seniority during a leave of absence.

SECTION 13.2 Extended Illness or Injury Leave.

Upon request from an employee, supported by written certification from the employee's physician that the employee is, and/or will become, temporarily disabled and unable to work for a specified period of time due to illness or injury, including maternity, which request must contain the reason for the leave, the date the leave

is to begin, and the anticipated date of return from leave, an employee shall be entitled to an unpaid leave of absence for a maximum of one (1) month, subject to extensions supported by a medical progress report and any other information showing justification for additional time off up to an aggregate maximum of twelve (12) months.

SECTION 13.3 Emergency Leave.

Upon written request from an employee stating the reason, beginning date, and anticipated ending date for an emergency or other personal crisis, a leave may be granted for up to thirty (30) calendar days, subject to renewal or extension thereof to a maximum of twelve (12) months. In determining whether to grant or deny such requests, the City shall consider the severity of the emergency or personal crisis and the impact of such leave on the services provided by the City. No request for such leave will be unreasonably denied. For any leave of thirty (30) calendar days or less, an employee shall be guaranteed the right to return to his job. Absent a prior written guarantee to the contrary upon the return of an employee from such a leave in excess of thirty (30) calendar days, the City shall make a reasonable attempt to return the employee to his original position or to one of comparable skill and compensation.

SECTION 13.4 Military Duty Leave.

All employees covered by this Agreement who enter the Armed Services of the United States, or who are members of the National Guard or any Reserve component of the Armed Services of the United States, shall be entitled to all the rights and privileges conferred by any applicable federal and/or state law, Act, Executive Order or Regulation.

SECTION 13.5 Lodge Business.

- (A) Lodge Meetings. Subject to exception caused by the need for orderly scheduling or by emergencies, the City shall permit elected officials of the local, state, or national Lodge reasonable time off, without pay, to attend general, board or special meetings of the Lodge, provided that request for such leave is presented to the Chief of Police, in writing, at least forty-eight (48) hours in advance of such leave, and provided further that the names of all such officials and officers shall have been previously certified, in writing, to the City in Accord with Article V of this Agreement.
- (B) Conferences. No more than one (1) employee at a time, nor more than two (2) employees annually, otherwise designated or chosen as a delegate to an F.O.P. State or National Conference shall, upon written application approved by the Lodge and submitted to the City with at least thirty (30) calendar days prior notice, be granted a leave of absence, without pay, for a period of time not to exceed seven (7) calendar days to attend such Conference.

SECTION 13.6

False statements made to secure or support a leave of absence, or extension thereof, shall result in discharge.

ARTICLE XIV **PAID LEAVES OF ABSENCE**

SECTION 14.1

Paid leave of absence for disability for injuries in the line of duty shall be paid in accord with 5 ILCS 345/1.

SECTION 14.2

An employee who is absent from work solely because of the death and funeral service of his spouse, child, parent, sibling, grandparent, grandchild, grandparent-in-law, ex-spouse with whom the employee has had a child, mother-in-law, father-in-law, brother-in-law, and sister-in-law shall receive a maximum of three (3) days leave of absence with pay in order to attend the funeral or to attend other matters in connection therewith. Employees who have either a spouse or a child die, shall be granted extended bereavement leave of up to twenty (20) days, and said leave shall be deducted as sick leave. The City will consider additional time off, to be deducted as sick leave days, if an employee is under the care of a mutually agreed physician's care arising from the death of a spouse or a child. Additional time off without pay may be granted in accord with Section 13.3 of this Agreement.

SECTION 14.3

False statements made to secure or support leave of absence, or extension thereof, shall result in discharge.

SECTION 14.4

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to report or serve. Any compensation which the employee receives for the jury duty or jury service shall not be subtracted from the employee's regular wages. The employee must return to the City any payment for jury duty served.

ARTICLE XV
WAGES

SECTION 15.1

Minimum hourly rates of pay for all employees are set forth in Appendix B, attached hereto and incorporated herein.

SECTION 15.2

Nothing herein shall be interpreted to prevent the City from paying rates or bonuses in excess of the minimum in recognition of extraordinary merit based upon performance.

SECTION 15.3

Payday shall be on every other Friday for the payroll period ending at midnight the prior Saturday. Paychecks shall be disbursed no later than 2:00 p.m. on that Friday payday.

ARTICLE XVI
PAID DAYS OFF

SECTION 16.1

As a seven (7) day per week, twenty-four (24) hour per day operation, the Harvard Police Department presents difficult scheduling challenges and demands upon both the employees and the City. These challenges and demands are exacerbated by employee absences, including those necessitated by holidays, vacations, and personal days. Therefore, as an alternative to the traditional methods of managing holidays, vacations, and personal days, the parties have agreed to employ the system designed and described in this Article with regard to paid days off.

SECTION 16.2

Any employee shall accrue paid days off in accord with the following seniority-based schedule:

SENIORITY	ANNIVERSARY DATE ACCRUAL	MONTHLY ACCRUAL
0 - 1 years	4 days	1 day per month
2 - 4 years	4 days	1-1/2 days per month
5 - 9 years	8 days	1-1/2 days per month
10 - 14 years	8 days	1-3/4 days per month
15 - 19 years	10 days	2 days per month
20 years and over	12 days	2-1/4 days per month

The monthly accrual shall occur for any month in which an employee is paid for at least one hundred twenty (120) straight time hours.

SECTION 16.3

Employees may accrue up to a maximum of fifty-one (51) paid days off, the accrued paid days off shall be carried over from year to year. Paid days off in excess of the maximum amount would be paid out to the employee by the Employer. Employees can cash in up to a maximum of ten (10) paid days off per pay period, upon two weeks notice to the Employer.

SECTION 16.4

During October of each year, employees shall have the right to schedule paid days off during the following calendar year, on a seniority basis. Thereafter, paid days off shall be requested at least twenty-four (24) hours in advance, except in cases of extreme personal emergency. An employee's schedule of paid days off must be preapproved by the Chief of Police and once approved, shall not be subject to change based upon greater seniority. Paid days off shall not be denied because said approval would result in the payment of "coverage" overtime to another employee. Except in a state of declared emergency, up to a maximum of 3 bargaining unit officers (excluding detectives, D.A.R.E., and task force, who shall be on their own schedules, due to the nature of their assignments) can use a paid day off on the same workday, with the following restrictions: (1) no more than one (1) sergeant can use a paid day off on the same workday; (2) no more than one (1) patrol officer can use a paid day off on the same shift; however, a sergeant's paid day off does not restrict a patrol officer from the same shift from using a paid day off; and (3) no more than two (2) patrol officers can use a paid day off on the same workday.

SECTION 16.5

Upon separation from the department, and at the employee's option, all accrued paid days off, and sick day buy back days, will either be dispersed in a lump sum payout, or be dispersed as normal weekly work hours due until depleted; i.e. thirty (30) days due would equal six (6) weeks of continue pay after separation.

SECTION 16.6 COMPENSATORY TIME

An employee who is entitled to overtime pay under this Agreement may elect compensatory time calculated at the same rate as overtime pay. Up to eighty-five (85) hours of compensatory time may be banked; once the eighty-five (85) hour cap is reached, overtime work must be compensated by overtime pay. Employees with accrued compensatory time may request time off (in increments of one (1) or more hours), of which shall be requested with at least twenty-four (24) hours advance notice, except in cases of extreme

personal emergency, and such requests shall not be unreasonably denied by the Chief of Police or his/her designees. Except in a state of declared emergency, up to a maximum of three (3) "bargaining unit" officers shall be on a Compensatory Day Off or Paid Day Off, (as outlined in Section 16.4) unless a Compensatory Day Off is used and it does not result in overtime payment to another officer to cover the schedule. Furthermore, Compensatory Days Off cannot be scheduled in conjunction with Paid Day Off scheduling, during October of each year (as outlined in Section 16.4). Once the employee's compensatory time bank has been drawn down by the use of compensatory time off, the employee may again elect to receive overtime in the form of compensatory time rather than overtime pay, up to the eighty-five (85) hour cap. Accrued compensatory time may be carried over from year to year. At the option and election of the employee, all, or any portion thereof, of the amount of unused compensatory time shall be paid out to the Employee the last payroll in December of each calendar year. This election shall be made by the employee no later than December 1st of each calendar year.

ARTICLE XVII **INSURANCE**

SECTION 17.1

- (A) The City shall maintain the current insurance plan for employees and, as applicable, their dependents. The City shall pay eighty percent (80%) of the premium cost of providing such insurance, and the employee shall pay the remaining twenty percent (20%) of such costs. The City shall have the right to change the carrier or carriers or insurance plan for the employees and dependents, where changes are necessary to effectuate savings in premiums, and where there is not a significant change in either the total amount of coverage, and where such change or changes will not result in an increase during the term of the contract, in the amount of the deductible, and provided that any change or changes do not reduce the lifetime cap on benefits below \$2 million dollars, and as long as benefits remain relatively similar to those in effect on the effective date of this Agreement. The plan, Blue Cross/Blue Shield Plan #52212, which is attached as Appendix D, shall include a \$300.00/\$600.00 deductible and a prescription drug card calling for co-pays of \$10.00 for generic drugs, \$20.00 for formulary drugs and \$35.00 for all other drugs.
- (B) When an employee, fifty-five (55) years of age or older who has been employed with the City of Harvard, retires from employment with the City, the City will pay a percentage of the health insurance premium for that employee until that employee's sixty-fifth (65th) birthday, as defined in the following schedule.
- Employees retiring with twenty (20) years of service with the City, the City will pay fifty percent (50%) of the cost of the insurance premium.
- Employees retiring with twenty-five (25) years of service with the City, the City will pay sixty-five percent (65%) of the cost of the insurance premium.
- Employees retiring with thirty (30) years of service with the City, the City will pay eighty per cent (80%) of the cost of the insurance premium.
- This benefit shall not apply to dependent coverage, and any employee seeking dependent coverage shall be responsible for the payment of one hundred per cent (100%) of any dependent health insurance premium.
- (C) The Employer shall maintain the retired employee and his/her dependents on their current insurance plan with the same premium sharing amounts as provided for in sections (A) and (B) above.

SECTION 17.2

All employees shall be eligible for paid sick days which shall enable said employees to receive pay during unavoidable absences from work due to sickness or accident. Said sick days shall accrue at the rate of one (1) for each month of employment to a maximum accumulation of one hundred and sixty (160) days.

(A) Permitted Uses. Accrued sick leave may be taken by an employee who is unable to work any portion of his scheduled work day when one or more of the following conditions exists:

- (1) Injury or illness of himself or a member of his immediate family, defined to include husband, wife or children.
- (2) Required medical, mental health, and/or dental care.

(B) Sick Leave Eligibility. To be eligible for compensation while on sick leave, the employee shall notify his immediate supervisor, prior to his scheduled starting time, of his inability to report for work. A medical doctor's written verification shall be required by an employee under the following circumstances:

- (1) The period of absence exceeds three (3) consecutive working days;
- (2) The employee has engaged in a pattern of frequent or habitual absences resulting in the City notifying said employee that a doctor's verification shall be required in all future absences.

(C) Sick Leave Compensation. An eligible employee shall receive sick leave compensation beginning with the first day said employee is absent from work due to injury or illness. Employees who utilize in excess of three (3) sick leave days in a row, shall provide a doctor's note for the absence in order to be compensated for the sick days used.

An eligible employee receiving sick leave benefits shall be paid the equivalent of straight-time earnings as sick leave compensation. Sick leave compensation shall be paid in no less than one (1) hour increments.

(D) Illness or Injury During Paid Vacation Leave. An eligible employee shall be entitled to use accrued sick leave during any period of incapacitation by reason of injury or illness while on paid time off in lieu of receiving pay as provided in Article XVI Paid Days Off; provided, however, that any employee electing to receive sick pay compensation under this provision must support such election by a medical doctor's written verification of the incapacitating injury or illness.

(E) Sick Leave Conversion.

(1) Upon separation, if an employee leaves service in good standing after fifteen (15) years, but less than twenty (20) years of service with the City, said employee shall have the opportunity to convert accumulated sick leave into severance pay at the rate of four (4) sick days to one (1) day of compensation at his current straight-time rate of pay, up to a maximum of one hundred twenty (120) days sick pay converting to a maximum of 30 days of severance pay. After twenty (20) years of service with the City, said employee shall have the opportunity to convert accumulated sick leave into severance pay at the rate of two (2) sick days to one (1) day of compensation at his current straight-time rate of pay, up to a maximum of one hundred twenty (120) days sick pay converting to a maximum of sixty (60) days of severance pay.

(2) On an annual basis, an eligible employee with a minimum of eighty-four (84) days of accrued sick leave, and who did not, in the previous calendar year, utilize more than two (2) days of sick leave, shall have the option to convert up to a maximum of one-half (1/2) of the sick leave accrued during the prior calendar year, over and above the aforementioned eighty-four (84) days, for

compensation, per calendar year (January 1 Through December 31). This compensation shall be at the employee's current straight-time hourly rate as of the date of conversion. The remainder of accrued sick leave shall remain deposited in the employee's sick leave bank. This offer shall be made available January 1st of each year, and the election shall be made on or before January 31st of each year, and the compensation, if any, shall be paid within twenty-one (21) days after the election.

SECTION 17.3

The City will comply with the Police Officer's Insurance Continuation Privilege, 215 ILCS 5/367g, or as amended.

ARTICLE XVIII **EDUCATION AND TRAINING**

SECTION 18.1

The City will provide release time, at the employee's regular rate of pay and cost, for an employee to attend job-related seminars, training programs, and academic courses which have been pre-approved by the Chief of Police and the Mayor.

SECTION 18.2

Subject to pre-approval by the Chief of Police, an employee will be reimbursed for one hundred percent (100%) of the cost of tuition and fees (excluding books and other course materials for successfully completing (grade "C" or above)) academic courses offered by educational institutions, including adult education courses, junior colleges, senior colleges, and universities.

SECTION 18.3

The City shall reimburse employees for the use of their personal vehicles to assigned training seminars at the per mile rate established by the Internal Revenue Service.

The City will reimburse employees assigned to training classes (of sixteen (16) hours or more) for meal expenses related to the training at the following rates:

Breakfast - \$5.00

Lunch - \$10.00

Dinner - \$15.00

The City will be responsible for pre-paying the cost of any required overnight lodging as a result of employees attending assigned training. Any class that requires travel in excess of seventy five (75) miles one way will require an overnight lodging at the discretion of the employee.

SECTION 18.4

Each officer shall be entitled to select, and attend, at no cost or loss of wages, a minimum of twenty-four (24) hours, per calendar year, of job-related training as may be provided through NEMERT and/or other similar organizations or agencies. If a selected training course requires in excess of the aforementioned hours to complete, the officer shall be permitted to enroll and utilize available off days in conjunction with the above entitlement.

All selections shall be subject to pre-approval by the Chief of Police or his designee, and such approval shall not be unreasonably denied.

Any catalogues or notifications of available courses of training shall be posted and made accessible to all officers.

ARTICLE XIX
CLOTHING ALLOWANCE

SECTION 19.1

On an employee's one (1) year anniversary date of employment, such employee shall receive a clothing allowance reimbursement of Six Hundred Dollars (\$600).

SECTION 19.2

Each May 2nd, after an employee's first anniversary date, an employee shall receive an Eight Hundred Dollars (\$800.00) cash annual clothing allowance in the form of a credit to purchase uniform shirts, trousers, ties, shoes, and other work related items, as set forth in Appendix "C" attached hereto and incorporated herein. Where appropriate, plainclothes officers shall receive an additional Two Hundred Dollars (\$200) in the form of a credit to purchase, for a total annual credit to purchase of One Thousand Dollars (\$1000.00) effective. Said allowances to be paid out on the first pay day of each fiscal year. Clothing, glasses, contact lenses, personal property, or other required equipment damaged by an officer in the course of duty, or which are contaminated by bodily fluids in the course of duty, shall be replaced by the City at no cost to the employee and no charge against the annual clothing allowance. Employees shall fill out purchase orders for purchases through approved vendors, and said purchase orders will be promptly forwarded by the Employer to the vendor for purchase and delivery.

SECTION 19.3

In addition to the foregoing allowance, the City will furnish winter jackets, raincoats, scarves, hat shields, hats, name tags, ID cards, and flashlights for all regular and probationary employees. The Employer shall supply each employee with an initial issue N.I.J. certified threat level II body armor vest. New employees shall receive the vest prior to "street" assignment. All employees who own their vests, shall have that vest replaced with a new vest issued by the Employer. All employees shall be required to wear such vests while on duty. Vests purchases by the employee after the initial issued vest can be paid for through use of the employee's clothing allowance.

SECTION 19.4

Upon termination of employment, an employee shall be entitled to retain possession of his "leather."

ARTICLE XX
CITY OF HARVARD BOARD OF POLICE COMMISSIONERS

SECTION 20.1

The parties acknowledge that the City of Harvard Board of Police Commissioners has certain statutory authority regarding employees in the bargaining unit including, the right: to promote, and to make, alter, and enforce rules and regulations The Agreement in no way replaces, supplements or diminishes the statutory authority of the City of Harvard Board of Police Commissioners, except as provided for in Article VII, Section 7.8 of this Agreement.

SECTION 20.2

There can be no Grievance pursuant to Article VIII regarding any matter, issue or subject within the jurisdiction of the City of Harvard Board of Police Commissioners, except as provided for in Article VII, Section

7.8 of this Agreement which makes clear that the only venue to address disciplinary suspensions and discharges is through the Grievance Procedure in Article VIII of this Agreement.

SECTION 20.3 USE OF P.D.O. FOR SUSPENSION DAYS

Employees who are suspended by the Employer for two (2) days or less, shall have the option of being able to utilize their Pad Days Off in lieu of the loss of pay for each day of suspension.

ARTICLE XXI
INDEMNIFICATION OF EMPLOYEES

SECTION 21.1

The City's obligations for indemnifying employees for conduct and actions arising from and within the scope of employment, shall be defined and limited by applicable Illinois statute; provided, however, the dollar limits of liability shall be that amount provided by the City's insurance carrier according to the terms of the liability insurance policy. The City will have no obligation to indemnify any employee whose conduct has been determined to have been willful and wanton, or for an award of punitive or exemplary damages.

SECTION 21.2

An employee shall be required to fully and unequivocally cooperate with the City during the course of any investigation and the administration or litigation of any claim arising under this Article.

ARTICLE XXII
SAFETY

SECTION 22.1

The City pledges to use all reasonable efforts to provide reasonably safe working conditions for the employees covered by this Agreement.

SECTION 22.2

The Lodge and the employees will follow all reasonable safety rules and regulations established by the City and will report to the Chief of Police any condition that appears to be unsafe.

SECTION 22.3

The City shall not require an employee to use any equipment, which has been determined to be defective until such time as that defect has been rectified. When an assigned departmental vehicle or item of equipment is found to have a disabling defect or is in violation of laws, an employee shall notify the Chief of Police, complete required reports, and follow the Chiefs direction relating to requests for repairs, replacement or operation of said vehicle or item of equipment. No employee shall fail to obey a direct order of the Chief concerning use of a vehicle or piece of equipment unless the employee has reasonable fear of an immediate and significant danger which might arise from such use. Any such fear shall be immediately detailed, in writing, and fully investigated by the party

SECTION 22.4 SAFETY CRITERIA

The parties agree that the safety of the public and of the police officers is paramount. To that end, all officers will be required to participate in quarterly firearm training sessions and/or qualification shoots.

SECTION 22.5 KILLED IN THE LINE OF DUTY

The City agree to comply with the terms of the Public Safety Employees Benefits Act ILCS 320/10, as amended from time to time. In addition, the City agrees to pay all reasonable funeral expenses for any police officer who is killed in the line of duty.

ARTICLE XXIII **INVALID ARTICLES**

SECTION 23.1

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

SECTION 23.2

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to the other persons or circumstances shall not be affected thereby.

SECTION 23.3

If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to the above paragraphs. Should the parties bargain to impasse over the substitute provision, such shall be resolved in accord with the impasse procedures contained in the Act.

ARTICLE XXIV **COMPLETE AGREEMENT**

SECTION 24.1

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 24.2

The parties reserve the right to modify this Agreement in writing by mutual agreement.

ARTICLE XXV
DURATION AND TERMINATION

SECTION 25.1

This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, working conditions, hours of work, other conditions of employment, and all bargainable subjects; however, this Agreement may, by mutual agreement, be amended or modified, from time to time, in writing, and such amendments or modifications shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; except, neither party is in any way whatsoever required to negotiate concerning or agree to any proposal of the other concerning any possible amendments or modifications.

SECTION 25.2

This Agreement shall be in full force and effect from May 1, 2014, and shall remain in effect until midnight of April 30, 2017, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date.

SECTION 25.3

Recognizing that this Agreement is the product and the demonstration of the strength of the bargaining process engaged in good faith, and recognizing the uniqueness of this Agreement between these parties, and notwithstanding any provisions to the contrary, both parties hereby affirm their intent that this Agreement shall remain in full force and effect after expiration until a new Agreement is reached.

Date: _____

Signed: _____

Telephone: _____

Address: _____

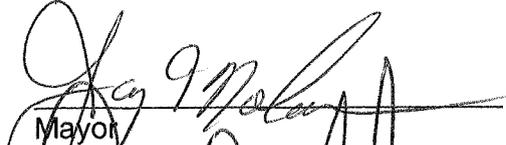
City: _____

State: _____ Zip: _____

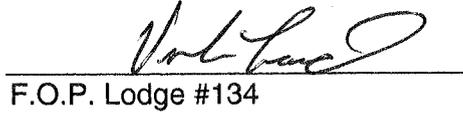
Executed this 22nd day of April, 2014

CITY OF HARVARD

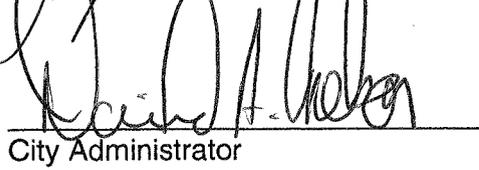
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL



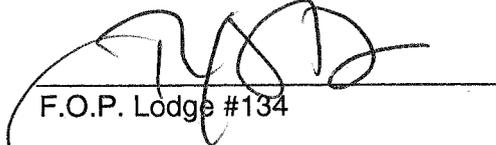
Mayor



F.O.P. Lodge #134



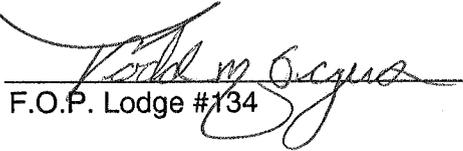
City Administrator



F.O.P. Lodge #134



City Clerk



F.O.P. Lodge #134



Illinois F.O.P. Labor Council

APPENDIX A

FRATERNAL ORDER OF POLICE LODGE NO. 134

The undersigned is a member of Fraternal Order of Police, Lodge No. 134, and by so doing authorized the said Lodge to bargain collectively with City of Harvard on my behalf, to negotiate and conclude all agreements concerning wages, hours, and all other conditions of employment and to represent with the City of Harvard in all matters relating to wages, hours, and conditions of employment and in all grievances or disputes arising thereunder.

I hereby voluntarily authorize and direct the City of Harvard to deduct from my wages each and every month the full amount of an initiation fees, dues, and assessments as established and fixed in accordance with the Constitution and By-Laws of the Fraternal Order of Police, and to pay the same to the officer of the Fraternal Order of Police designated to receive such deduction on my behalf. The certification of the said designated officer of the Fraternal Order of Police, as to the amount of dues and assessments properly deductible shall be binding upon me, and his receipt shall relieve the City of Harvard of all further liability to me for the amounts deducted.

This authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of any collective agreement between the City of Harvard and the Fraternal Order of Police, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement, whichever shall be shorter, unless written notice by registered mail is given to me to the Employer and the Fraternal Order of Police not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between my Employer and Fraternal Order of Police, whichever occurs sooner.

APPENDIX A

DUES DEDUCTION FORM

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

I, _____, do hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signature: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX B

ARTICLE XV
WAGES

PATROL OFFICER

Minimum Hourly Rates of Pay

	<u>Current</u>	<u>Effective</u> <u>05-01-14</u>	<u>Effective</u> <u>05-01-15</u>	<u>Effective</u> <u>05-01-16</u>
		2%	2%	3%
New Hire	\$23.28	\$23.75	\$24.22	\$24.95
181 Days	\$26.83	\$27.37	\$27.91	\$28.75
1Year	\$28.42	\$28.99	\$29.57	\$30.46
3 Years	\$31.62	\$32.25	\$32.90	\$33.88
5 Years	\$34.83	\$35.53	\$36.24	\$37.32
7 Years	\$38.03	\$38.79	\$39.57	\$40.75

APPENDIX B

ARTICLE XV
WAGES

SERGEANT

Minimum Hourly Rates of Pay
(10% Above Patrolmen

	<u>Current</u>	<u>Effective</u> <u>05-01-14</u>	<u>Effective</u> <u>05-01-15</u>	<u>Effective</u> <u>05-01-16</u>
New Hire	\$25.60	\$26.13	\$26.64	\$27.45
181 Days	\$29.52	\$30.11	\$30.70	\$31.63
1 Year	\$31.26	\$31.89	\$32.53	\$33.51
3 Years	\$34.78	\$35.48	\$36.19	\$37.27
5 Years	\$38.31	\$39.08	\$39.86	\$41.05
7 Years	\$41.83	\$42.67	\$43.53	\$44.83

APPENDIX C

Uniform List

1. Baton/Pr 24.
2. Boots & Shoes/footwear.
3. Uniform shirts, Uniform trousers, Ties.
4. Bullet resistant vests and related equipment.
5. Uniform accessories-name plates, tie bars, ties, etc.
6. Bike patrol uniform.
7. Bike patrol accessories – helmet, glove, nylon belt gear, etc.
8. Leather gear for uniform & plain clothes use.
9. Restraints – handcuffs, flexacuffs, etc.
10. Equipment carrying bags, brief cases, etc.
11. Duty weapon to be worn on hip.
12. Miscellaneous equipment – binoculars, night vision binoculars, sunglasses, etc.
13. Eye and ear protection – ear muffs and glasses for shooting.
14. Gun cleaning kit.
15. Spring/Fall jacket, uniform sweater.
16. Wallets & wallet badges.
17. Citation holders, clipboards, etc.
18. Flashlights.
19. Gloves-summer & winter, driving gloves, frisk gloves, etc.
20. Traffic safety vest.
21. Plain clothes for non-uniform personnel (i.e. Detective).

APPENDIX D
INSURANCE PLAN

BENEFIT HIGHLIGHTS

Your benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire Certificate.

THE MEDICAL SERVICES ADVISORY PROGRAM

A special program designed to assist you in determining the course of treatment that will maximize your benefits under this Certificate

MSA®

Registered Mark of
Health Care Service Corporation
a Mutual Legal Reserve Company

Lifetime Maximum
for all Benefits

Unlimited

Individual Deductible

— Participating Provider \$300 per benefit period

— Non-Participating and
Non-Plan Provider \$600 per benefit period

Individual Out-of-Pocket
Expense Limit
(does not apply to all services)

— Participating Provider \$500 per benefit period

— Non-Participating Provider \$1,500 per benefit period

— Non-Plan Provider No limit

Chiropractic and Osteopathic
Manipulation Benefit Maximum \$1,000 per benefit period

HOSPITAL BENEFITS

Payment level for Covered
Services from a
Participating Provider:

— Inpatient Covered Services 90% of the Eligible Charge

— Outpatient Covered
Services 90% of the Eligible Charge

— Wellness Care 90% of the Eligible Charge,
no deductible

Payment level for Covered
Services from a
Non-Participating Provider:

— Inpatient Deductible \$300 per admission

— Inpatient Covered Services 70% of the Eligible Charge

— Outpatient Covered Services	70% of the Eligible Charge
— Wellness Care	70% of the Eligible Charge
Payment level for Covered Services from a Non-Plan Provider	50% of the Eligible Charge
Hospital Emergency Care	
— Payment level for Emergency Accident Care from either a Participating, Non-Participating or Non-Plan Provider	100% of the Eligible Charge, no deductible
— Payment level for Emergency Medical Care from either a Participating, Non-Participating or Non-Plan Provider	100% of the Eligible Charge, no deductible
Emergency Room	\$150 Copayment (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment)

PHYSICIAN BENEFITS

Payment level for Surgical/
Medical Covered Services

- | | |
|-------------------------------------|------------------------------|
| — Participating Provider | 90% of the Maximum Allowance |
| — Non-Participating Provider | 70% of the Maximum Allowance |

Payment level for
Covered Services received in a
Professional Provider's Office

- | | |
|---|--|
| — Participating Provider
(other than a specialist) | \$10 per visit, then 100% of the
Maximum Allowance, no deductible |
| — Participating Provider
Specialist | \$30 per visit, then 100% of the
Maximum Allowance, no deductible |

Payment level for
Well Child Care

- | | |
|------------------------------|------------------------------|
| — Non-Participating Provider | 70% of the Maximum Allowance |
|------------------------------|------------------------------|

Payment level for Emergency
Accident Care

100% of the Maximum Allowance,
no deductible

Payment level for Emergency Medical Care	100% of the Maximum Allowance, no deductible
Payment level for Wellness Care	
— Participating Provider	90% of the Maximum Allowance, no deductible
— In Provider's office	\$10 per visit, then 100% of the Maximum Allowance, no deductible
— Non-Participating Provider	70% of the Maximum Allowance

OTHER COVERED SERVICES

Payment level	80% of the Eligible Charge or Maximum Allowance
---------------	---

PRESCRIPTION DRUG PROGRAM BENEFITS

Copayment for drugs and supplies

- Generic Drugs and generic diabetic supplies \$10 per prescription
- Formulary Brand Name Drugs and Formulary brand name diabetic supplies \$20 per prescription
- Non-Formulary Brand Name Drugs and non-Formulary brand name diabetic supplies \$35 per prescription

Home Delivery Prescription Drug Program

Copayment for drugs and supplies

- Generic Drugs and generic diabetic supplies \$20 per prescription
- Formulary Brand Name Drugs and Formulary brand name diabetic supplies \$40 per prescription
- Non-Formulary Brand Name Drugs and non-Formulary brand name diabetic supplies \$70 per prescription

TO IDENTIFY NON-PLAN AND PLAN HOSPITALS OR FACILITIES, YOU SHOULD CONTACT BLUE CROSS AND BLUE SHIELD BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR BLUE CROSS AND BLUE SHIELD IDENTIFICATION CARD.