

ILLINOIS FOP LABOR COUNCIL

and

CITY OF HARVARD

Patrol & Sergeants

FOP Lodge #134



ILLIN
FRATERNAL
ORDER

MAY 1, 2023 – April 30, 2026

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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 Recognition

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-UC-(5)-98-19, 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 Scope of Bargaining Unit

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 2 INHERENT MANAGEMENT RIGHTS RESERVED

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. 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.

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 3 LODGE SECURITY

Section 3.1 Membership Dues

(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-1 and Appendix A-2, 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 Indemnification

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.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Non-Discrimination

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 8. Except as provided in Article 6 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 4.2 Gender

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 5 LODGE REPRESENTATION ACTIVITIES

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

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 5.1 Negotiations

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 5.2 Labor Council Representation

Those representatives of the National or State Lodge who 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. 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 5.3 Lodge Representatives

One (1) Lodge representative shall be granted release time, with pay, to attend the Step 2 meeting provided in Section 8.2 or the Hearing provided in Section 8.5 of the Grievance Procedure in Article 8 provided the meeting or the Hearing is scheduled during the Grievant's normal scheduled working time.

ARTICLE 6 NO STRIKE

Section 6.1 No Strike Commitment

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 Lodge Notification to Employees

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 6.1.

Section 6.3 Discipline

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 8 is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

Section 6.4 Penalty

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 7 RULES, DISCIPLINE, AND THE BILL OF RIGHTS

Section 7.1 Rules-Regulations

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. 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 7.2 Peace Officers Bill of Rights

The City specifically confirms and embraces the procedure set forth in 50 ILCS 725/3 et. seq., more commonly known as the "Peace Officers Bill of Rights."

Section 7.3 Police Commission

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 7.4 Illinois Personnel Records Review Act

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

Section 7.5 Residency

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

Section 7.6 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 7.7 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 8 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 8 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 8 CONTRACT GRIEVANCE PROCEDURE

Section 8.1 Definition of Grievance

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 Procedure

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. 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. 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 Chief's answer to Step 1 is considered not satisfactory, the grievance may, within five (5) calendar days after the day on which the Chief's 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 8.3 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 8.3 Arbitration

In the event a Grievance is not resolved at Step 3 of Section 8.2 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 8.4 Processing of Grievances

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 8.5 Union Representation

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 9 LABOR-MANAGEMENT COMMUNICATION CONFERENCE

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.

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. 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 10 SENIORITY

Section 10.1 Definition

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

Section 10.2 Probationary Period

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 10.3 Seniority Listing

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 10.4 Loss of Seniority Rights

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 11 LAYOFF AND RECALL

Section 11.1 Position and Incumbent Selection

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 Recall

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. 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 11.3 Subcontracting

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 12 HOURS OF WORK AND OVERTIME

Section 12.1 Hours of Work

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

Section 12.2 Payroll Period

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 Shift Selection

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 Court Compensation

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 Overtime

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. 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.

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.

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 12.6 Work on a Holiday

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 12.7 Officer-In Charge (OIC)

Any employee assigned as an Officer in Charge (OIC) for all, or any part of the shift, shall be compensated for acting in that capacity at the rate of five (5%) percent above the per hour of pay of 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 been a police officer for the City of Harvard for at least three (3) years.

Section 12.8 Field Training Officer (FTO)

Any employee assigned as a Field Training Officer (FTO) for all, or any part of the shift, shall be compensated for acting in that capacity of one (1) hour of compensatory time.

Section 12.9 Part-Time Officers

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 hire-backs, requiring sworn officers, shall be offered initially to regular full-time officers before being offered to part-time officers.

ARTICLE 13 UNPAID LEAVES OF ABSENCE

Section 13.1 Unpaid Leaves

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

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 5 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.

ARTICLE 14 PAID LEAVES OF ABSENCE

Section 14.1 Public Employee Disability Act

Paid leave of absence for disability for injuries in the line of duty shall be paid in accord with 5 ILCS 345/1. False statements made to secure or support leave of absence, or extension thereof, shall result in discharge.

Section 14.2 Bereavement Paid Leave

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 Jury Duty

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 15 WAGES

Section 15.1 Wage Schedules

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

Section 15.2 Bonus for Excellence

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.

ARTICLE 16 PAID DAYS OFF

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 16.1 Paid Days

The monthly accrual shall occur for any month in which an employee is paid for at least one hundred twenty (120) straight time hours. Any employee shall accrue paid days off in accord with the following seniority-based schedule:

<u>SENIORITY ACCRUAL</u>	<u>ANNIVERSARY DATE</u>	<u>MONTHLY ACCRUAL</u>
0-1 years	4 days	1 day per month
2-4 years	4 days	1 ½ days per month
5-9 years	8 days	1 ½ days per month
10-14 years	8 days	1 ¾ days per month
15-19 years	10 days	2 days per month
20 years and over	12 days	2 ¼ days per month

Section 16.2 Accrual of Paid Days

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 16.3 Scheduling Paid Days

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 three (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 16.4 Separation Payments

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, e.g., thirty (30) days due would equal six (6) weeks of continue pay after separation.

Section 16.5 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 16.3) 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 16.3). 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 17 INSURANCE

Section 17.1 Health Insurance

(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 Use/Accumulation of Sick Days

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 workday 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. In addition, based on the Illinois Employee Sick Leave Act (Public Act 99-0841), employees may use accumulated sick leave for absences due to illness, injury and medical appointments for the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary.

(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, except for sick leave days utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(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, except for leave days utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(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, except for sick leave days utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). 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 16 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.

Section 17.3 Disposition of Sick Leave on Separation

(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 thirty (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 17.4 Police Officer's Insurance Continuation Privilege

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

ARTICLE 18 EDUCATION AND TRAINING

Section 18.1 Educational Reimbursement

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. 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 18.2 Training Meal Reimbursement

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 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. 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

Section 18.3 Training

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 19 CLOTHING ALLOWANCE

On an employee's one (1) year anniversary date of employment, such employee shall receive a clothing allowance reimbursement of nine hundred dollars (\$900).

Section 19.1 Uniform Allowance

Each May 2nd, after an employee's first anniversary date, an employee shall receive a nine hundred dollars (\$900.00) 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 One Hundred Dollars (\$1100.00) 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.

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.

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

ARTICLE 20 CITY OF HARVARD BOARD OF POLICE COMMISSIONERS

Section 20.1 City of Harvard Board of Police Commissioners

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 7, Section 7.7 of this Agreement. There can be no grievance pursuant to Article 8 regarding any matter, issue, or subject within the jurisdiction of the City of Harvard Board of Police Commissioners, except as provided for in Article 7, Section 7.7 of this Agreement which makes clear that the only venue to address disciplinary suspensions and discharges is through the Grievance Procedure in Article 8 of this Agreement.

Section 20.2 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 Paid Days Off in lieu of the loss of pay for each day of suspension.

ARTICLE 21 INDEMNIFICATION OF EMPLOYEES

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. 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 22 SAFETY

The City pledges to use all reasonable efforts to provide reasonably safe working conditions for the employees covered by this Agreement. 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 22.1 Equipment

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. 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 22.2 Killed in the Line of Duty

The City agrees 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.

Section 22.3 Body Cameras

The City and the Union agree to abide by the provisions of Illinois law regarding the use of body-worn cameras and body-worn camera footage. The parties agree that for purposes of Section 20(a)(9)(A) of the Law enforcement Officer-worn Camera Act, 50 ILCS 706/10-20(a)(9)(A), the City cannot initiate a complaint solely based upon body-worn camera footage. The Union agrees, the City must review body-worn camera footage in order to conduct routine audits of body-worn camera footage and this statutory provision does not prohibit an Officer from being subject to an action that does not amount to discipline. An Officer shall be allowed to view, or access recorded, stored, or duplicated recordings created by the Officer unless prohibited by Illinois law. A log of views of all recordings will be maintained within the camera system. Upon request, the Union shall have access to the log or a recording that involves a case resulting in a disciplinary action.

ARTICLE 23 INVALID ARTICLES

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. 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. 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 24 COMPLETE AGREEMENT

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

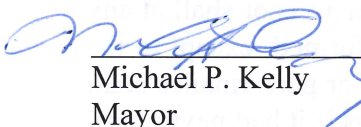
ARTICLE 25 DURATION AND TERMINATION

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 25.1 Duration

This Agreement shall be in full force and effect from May 1, 2023, and shall remain in effect until midnight of April 30, 2026, 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. 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.

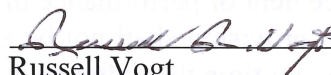
For: City of Harvard:



Michael P. Kelly
Mayor

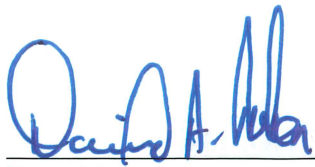
4/07/2022
Date

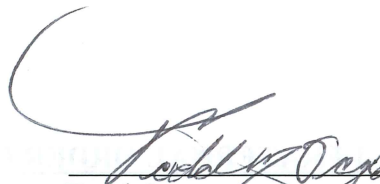
For: Illinois Fraternal Order of Police, Labor Council



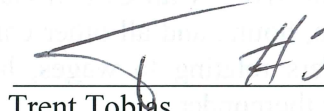
Russell Vogt
Field Representative

03/07/2022
Date

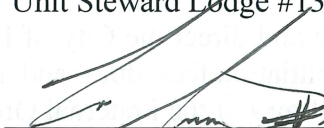

Dave Nelson Date
City Administrator 4-27-22


Todd Oczus Date
Unit Steward Lodge #134 #320 3-14-22


Lori Moller Date
City Clerk 4/27/22


Trent Tobias Date
Unit Steward Lodge #134 #328 03/14/2022

City Seal:


Eric See Date
Unit Steward Lodge #134 #330 03/14/2022

APPENDIX A-1 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 Bargaining 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-2 DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____ (insert your name), hereby authorize my Employer, City of Harvard, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my 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: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-Mail: _____
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. Please check with your tax preparer regarding deductibility.

APPENDIX B ARTICLE 15 WAGES PATROL OFFICER

Minimum Hourly Rates of Pay
Retroactivity for all hours compensated from 05-01-23

	Current	Effective 05/01/23	Effective 05/01/24	Effective 05/01/25
		3.50%	3.25%	3.25%
New Hire	\$28.94	\$29.95	\$30.93	\$31.93
181 Days	\$33.34	\$34.51	\$35.63	\$36.79
1 Year	\$35.32	\$36.56	\$37.74	\$38.97
3 Years	\$39.30	\$40.68	\$42.00	\$43.36
5 Years	\$43.28	\$44.79	\$46.25	\$47.75
7 Years	\$47.25	\$48.90	\$50.49	\$52.13

APPENDIX B ARTICLE 15 WAGES SERGEANTS


Minimum Hourly Rates of Pay
(10% Above Patrolmen)
Retroactivity for all hours compensated from 05-01-23

	Current	Effective 05/01/23	Effective 05/01/24	Effective 05/01/25
		3.50%	3.25%	3.25%
New Hire	\$31.83	\$32.94	\$34.01	\$35.12
181 Days	\$36.67	\$37.95	\$39.19	\$40.46
1 Year	\$38.85	\$40.21	\$41.52	\$42.87
3 Years	\$43.23	\$44.74	\$46.20	\$47.70
5 Years	\$47.61	\$49.28	\$50.88	\$52.53
7 Years	\$51.98	\$53.80	\$55.55	\$57.35

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, briefcases, etc.
11. Duty weapon to be worn on hip.
12. Miscellaneous equipment – binoculars, night vision binoculars, sunglasses, etc.
13. Eye and ear protection – earmuffs 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

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services
 Blue Cross of Illinois
 : BPP52212 BluePrint PPO

Coverage Period: 01/01/2022-12/31/2022
 Coverage for: Individual/Family | Plan Type: PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsil.com/member/policy-forms/2022 or by calling 1-800-541-2768. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Individual: Participating \$300 Non-Participating \$600 Family is equivalent to 3 Individuals.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to certain preventive care. Copays and per occurrence Deductibles don't count toward the Deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply.
Are there other deductibles for specific services?	Yes. \$300 Deductible for Non-Participating hospital admission. There are no other specific Deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	Yes. Individual: Participating \$500 Non-Participating \$1,500 Family is equivalent to 3 Individuals.	The out-of-pocket limit is the most you could pay in a year for covered services.
What is not included in the out-of-pocket limit?	Copayments, Deductible, Premiums, balance billed charges, and health care this Plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-541-2768 for a list of Participating Providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association
 SBC IL Non-HMO LG-2022

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	What You Will Pay Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copayment/visit	30% coinsurance	No benefits will be provided for services which are not, in the reasonable judgment of Blue Cross and Blue Shield, medically necessary.
	Specialist visit Preventive care/screening/ immunization	\$30 copayment/visit \$10 copayment/visit	30% coinsurance 30% coinsurance	none Individuals age 16 and over are limited to one physical exam plus one gynecological exam per calendar year. You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	none
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	none
	Generic drugs	\$10/\$20 copayment/ prescription	\$10 copayment/ prescription	Up to 30 day retail/90 day home delivery. For Out-of-Network drug Provider you are responsible for 25% of the eligible amount after the copay. You may be eligible to synchronize your prescription refills. * please see your benefit booklet for details. The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Preferred Participating or Participating Pharmacy.
	Preferred brand drugs	\$20/\$40 copayment/ prescription	\$20 copayment/ prescription	
If you need drugs to treat your illness or condition	Non-preferred brand drugs	\$35/\$70 copayment/ prescription	\$35 copayment/ prescription	
	Specialty drugs	Covered	Covered	
More information about prescription drug coverage is available at https://www.bcbssil.com/member/prescription-drug-plan-information/drug-lists	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	
	Physician/surgeon fees	10% coinsurance	30% coinsurance	none
If you have outpatient surgery	Emergency room care	\$150 copayment/visit	\$150 copayment/visit	copayment waived if admitted.
	Emergency medical transportation	20% coinsurance	20% coinsurance	
If you need immediate medical attention	Urgent care	10% coinsurance	30% coinsurance	none

*For more information about limitations and exceptions, see the plan or policy document at www.bcbssil.com/member/policy-forms/2022.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	\$300 Deductible per admission for Non-Participating Providers.
	Physician/surgeon fees	10% coinsurance	30% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	10% coinsurance	30% coinsurance	Preauthorization is required for Psychological testing; Neuropsychological testing; Electroconvulsive therapy; Repetitive Transcranial magnetic Stimulation; and Intensive Outpatient Treatment. \$300 Deductible per admission for Non-Participating Providers. Copayment applies to first prenatal visit per pregnancy. Cost sharing does not apply to certain preventive services. Depending on the type of services, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Inpatient services	10% coinsurance	30% coinsurance	
	Office visits	\$10 copayment	30% coinsurance	
If you are pregnant	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	\$300 Deductible per admission for Non-Participating Providers.
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Rehabilitation services	10% coinsurance	30% coinsurance	
	Habilitation services	10% coinsurance	30% coinsurance	
	Skilled nursing care	10% coinsurance	30% coinsurance	
	Durable medical equipment	10% coinsurance	30% coinsurance	
If your child needs dental or eye care	Hospice services	10% coinsurance	30% coinsurance	none
	Children's eye exam	Not Covered	Not Covered	
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	

About These Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$300
- Specialist copayment \$30
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$300
Copayments	\$40
Coinsurance	\$40
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$440

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$300
- Specialist copayment \$30
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$300
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$520

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$300
- Specialist copayment \$30
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$300
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$500

The plan would be responsible for the other costs of these EXAMPLE covered services.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
 - Cosmetic surgery
 - Dental care (Adult)
 - Long-term care
 - Most coverage provided outside the United States.
 - Routine eye care (Adult)
 - Weight loss programs
- See www.bcbsil.com

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Hearing aids (for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months)
- Infertility treatment (4 per benefit period)
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care (Only in connection with diabetes)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-541-2768, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cclio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-541-2768 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

- Spanish (Español): Para obtener asistencia en Español, llame al 1-800-541-2768.
- Spanish (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2768.
- Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-541-2768.
- Navajo (Dine): Dineek ehgo shika at'ohwol ninsingo, kwiljigo holne? 1-800-541-2768.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



BlueCross BlueShield of Illinois

Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hssc.net

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/office/foia/index.html>

bcb.sil.com

APPENDIX E MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Harvard (“City”), and the Illinois Fraternal Order of Police Labor Council (“Labor Council”) on behalf of the full-time Employees in the classification of commissioned police officers below the rank of Lieutenant, who are parties to a Collective Bargaining Agreement (“CBA”) which “CBA” has been filed with the Illinois Labor Relations Board, State Panel. The Illinois Labor Relations Board-State Panel has certified the Illinois Fraternal Order of Police Labor Council as the exclusive bargaining representative for all full-time Employees in the classification of commissioned police officers below the rank of Lieutenant employed by the Employer in Case No. S-VR-41.

WHEREAS the parties have conferred regarding certain modifications of the terms and conditions set forth in the existing “CBA” (May 1, 2023, through April 30, 2026) relative to the work shifts for full-time commissioned police officers below the rank of Lieutenant; and

WHEREAS the parties have agreed to move to a twelve (12) hour and ten (10) minute work shift schedule for full-time commissioned police officers below the rank of Lieutenant, as set forth herein, through the remainder of the term of the “CBA” 05-01-23—04-30-26.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. **Section 12.3** of the “CBA” is modified to read in its entirety:

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 twelve (12) hours and ten (10) minutes of consecutive hours, including a paid meal period of thirty (30) minutes and an additional fifteen (15) minute paid break. The ten (10) minutes per day of the twelve (12) hour and ten (10) minute shift shall be divided in increments as follows: five (5) minutes prior to the employee’s shift and five (5) minutes after the employee’s shift respectively, for the exchange of information with the change of shifts.

2. **Section 12.7** of the “CBA” is modified to read in its entirety:

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 twelve (12) hours and ten (10) minutes 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 sixteen (16) hours and ten (10) minutes of 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.

3. **Section 12.10** of the “CBA” is modified to read in its entirety

Any employee assigned as an Officer in Charge (OIC) for all, or any part of the shift, shall be compensated for acting in that capacity at the rate of five (5%) percent above the per hour of pay of 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 been a police officer for the City of Harvard for at least three (3) years.

Any employee assigned as a Field Training Officer (FTO) for all, or any part of the shift, shall be compensated for acting in that capacity of one (1) hour of compensatory time.

4. **Section 16.2** of the “CBA” is modified to read in its entirety:

The monthly accrual shall occur for any month in which an employee is paid for at least one hundred-twenty (120) straight time hours. Any employee shall accrue paid days off in accord with the following seniority-based schedule:

<u>SENIORITY ACCRUAL</u>	<u>ANNIVERSARY DATE</u>	<u>MONTHLY ACCRUAL</u>
0-1 years	32 hours	8 hours per month
2-4 years	32 hours	12 hours per month
5-9 years	64 hours	12 hours per month
10-14 years	64 hours	14 hours per month
15-19 years	80 hours	16 hours per month
20 years and over	96 hours	18 hours per month

5. **Section 16.3** of the “CBA” is modified to read in its entirety:

Employees may accrue up to a maximum of four hundred eight (408) paid hours 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 eighty (80) paid hours off per pay period, upon two weeks’ notice to the Employer.

6. **Section 16.4** of the “CBA” is modified to read in its entirety:

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 two (2) bargaining unit officers (excluding detectives, School Resource Officer (S.R.O.) (Who shall be placed on a (8.5) hour Kelly Schedule” when school is no longer in session for the year), 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) Sworn Officer can use a paid day off on the same shift, and (2) no more than two (2) Sworn Officers can use a paid day off on the same workday (excluding Detectives, School Resource Officers,

Task Force Officers, and Cover Car Officers.) Detectives, School Resource Officers, Task Force Officers, and Cover Car Officers are on the same PDO rotation based on seniority. No more than one (1) Detective, School Resource Officer, Task Force Officer, or Cover Car Officer can use a paid day off on that same shift.

7. **Section 17.2** of the “CBA” is modified to read in its entirety:

All employees shall be eligible for paid sick hours which shall enable said employees to receive pay during unavoidable absences from work due to sickness or accident. Said sick hours shall accrue at the rate of eight (8) hours for each month of employment to a maximum accumulation of one thousand two hundred eighty (1280) hours.

(A) Permitted Uses. Accrued sick leave may be taken by an employee who is unable to work any portion of his scheduled workday 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. In addition, based on the Illinois Employee Sick Leave Act (Public Act 99-0841), employees may use accumulated sick leave for absences due to illness, injury and medical appointments for the employee’s child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee’s attendance may be necessary.

(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, except for sick leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(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, except for leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(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 hours used, except for sick leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). 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 16 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 thirty-two (32) sick leave hours to eight (8) hours of compensation at his current straight-time rate of pay, up to a maximum of nine hundred sixty (960) hours sick pay converting to a maximum of two hundred forty (240) hours 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 sixteen (16) hours to eight (8) hours of compensation at his current straight-time rate of pay, up to a maximum of nine hundred sixty (960) hours sick pay converting to a maximum of four hundred eighty (480) hours of severance pay.

(1) On an annual basis, an eligible employee with a minimum of six hundred seventy-two (672) hours of accrued sick leave, and who did not, in the previous calendar year, utilize more than twenty-four (24) hours 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 six hundred seventy-two (672) hours, 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.

8. **Section 19.1** of the "CBA" is modified to read in its entirety:

On an employee's one (1) year anniversary date of employment, such employee shall receive a clothing allowance reimbursement of Nine Hundred Dollars (\$900).

9. All other terms of the "CBA" 05-01-23—04-30-26 shall remain in full force and effect.

10. The parties intend that claimed failures to abide by the terms of this Memorandum of Understanding may be addressed through the Grievance Procedure set forth in the "CBA".

11. The parties agree and understand that the provisions contained within this Memorandum of Understanding, and amendments to the "CBA", are agreed to for the implementation of a twelve (12) hour and ten (10) minute shift schedule and that they shall not be deemed a "past practice" nor be deemed to bind either party from asserting a different position, or reverting to the original contract language, upon expiration of this Memorandum of Understanding or in any future negotiation of a successor collective bargaining agreement "CBA".

12. The parties agree that this Memorandum of Understanding shall be effective May 1, 2023 and shall expire at 23.59 hours (11:59 p.m.) on April 30, 2026. or until such time as the approval of a successor Agreement is attained by the Parties.

13. The Articles and Sections that have been altered per the Memorandum of Understanding addressing the twelve (12) hour shifts are as follows:

Article XII Hours of Work and Overtime

- Section 12.3
- Section 12.7
- Section 12.10

Article XVI Paid Days Off

- Section 16.2
- Section 16.3
- Section 16.4

Article XVII Insurance

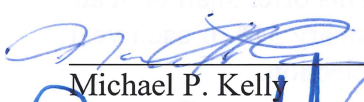
- Section 17.2

Article XIX Clothing Allowance

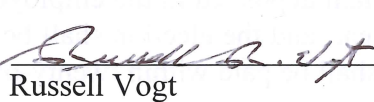
- Section 19.1

For: City of Harvard:

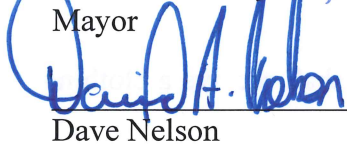
For: Illinois Fraternal Order of Police
Labor Council

 4/27/2022
Date

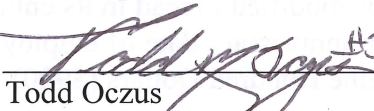
Michael P. Kelly
Mayor

 03/07/2022
Date

Russell Vogt
Field Representative

 4-27-22
Date

Dave Nelson
City Administrator

 #324 3-14-22
Date

Todd Oczus
Unit Steward Lodge #134

 4/27/2022
Date

Lori Moller
City Clerk

 #328 03/14/22
Date

Trent Tobias
Unit Steward Lodge #134

City Seal:

 #330 03/14/22
Date

Eric See
Unit Steward Lodge #134