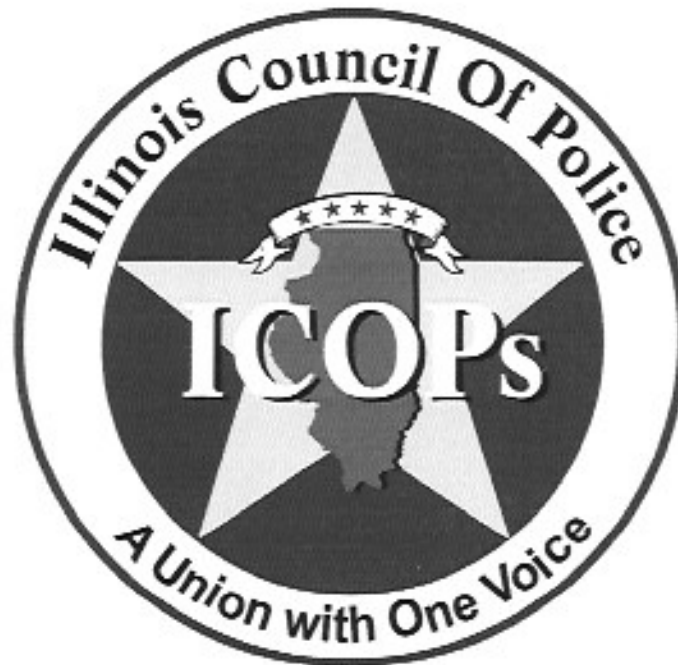


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

CITY OF HARVEY, ILLINOIS

Covering

HARVEY TELECOMMUNICATORS

May 1, 2012 through April 30, 2016

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NO CONTRACT WORDING OR LANGUAGE WAS CHANGED ONLY THE ARTICLE NUMBERING SEQUENCE.

INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the City Council of the City of Harvey, Illinois, hereinafter referred to as the "City," and the Illinois Council Of Police (ICOPs), hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the City of Harvey who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all full-time Telecommunicators employed by the City, and the City, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

The City recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Telecommunicators.

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, The City retains all traditional rights and authority to operate and direct the affairs of the City,

including the Police Department, in all its various aspects. All of the rights, functions and prerogatives of management which the city had prior to entering into this Agreement are reserved and retained exclusively to the City as long as such items previously stated do not violate Illinois State law. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair the City's right, in its sole discretion and judgment, to do the following;

- . To determine matters of inherent managerial policy;
- . To determine the functions of the City and its mission, including the nature, extent and standards of service offered to the public.
- . To determine the City's overall budget;
- . To determine the organizational structure, selection of new Employees and examination techniques;
- . To establish performance standards to fairly evaluate Employees so long as such standards do not violate State law.
- . To transfer or reassign the working force or any individual therein;
- . To plan, direct, schedule, control and determine the operations or services to be conducted by Employees of the City and to change them from time to time;
- . To set working time schedules and shift assignments as is needed to insure the safety of the citizens of the City of Harvey is protected and to change them as needed to promote this goal so long as the employees are not economically affected;
- . To meet and confer with Employees either individually or collectively'
- . To hire, promote, demote, suspend, discipline or discharge non-probationary Employees for just cause and to discipline or discharge probationary employees without cause;
- . To layoff or relieve Employees due to lack of work or shortage of budgeted funds, or for other legitimate reasons so long as such action does not violate State law;
- . To change or eliminate existing methods, equipment or facilities or introduce new ones;

- To make and enforce reasonable rules and regulations.

ARTICLE III – NO STRIKES, NO LOCKOUTS

3.1 Strike

Neither the Union, nor any Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown or withholding of services or any other job action related to a labor dispute prohibited by law or this contract.

3.2 No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union that prohibits bargaining unit members from working.

3.3 Union Responsibilities

In the event of action prohibited by Section 3.1 above, the Union shall immediately disavow such action and request the Employees to return to work and shall use its best efforts to achieve a prompt resolution of normal operations. All Telecommunicators, who hold a position of authority in the Union, or hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other Employees to return to work. The City reserves all legal rights and remedies if the Union or TCO's with a position of authority fail to comply with this Section. However, the Union including its officials and agents shall not be liable for any damage, direct or indirect, to public or private property, if they have complied with the term of this article.

3.4 Discipline of Strikers

Any Employee who violates the provisions of Section 3.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an Employee who participates in action prohibited by this Article shall not be subject to the grievance or arbitration procedure except that the issue of

whether an Employee in fact participated in any action prohibited by this Article shall be subject to the grievance and arbitration procedure.

3.5 Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE IV – UNION-CITY RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the City and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union). The City shall have the right to remove any such derogatory or political endorsement materials immediately. Any literature promulgated by the Union or bargaining members shall have affixed thereto expiration date after which the City may remove the same from the bulletin board. If any document is affixed to the bulletin board without an expiration date on it, said document shall be deemed to have a seven (7) day expiration date from the date it is placed on the bulletin board. The City shall provide a locked bulletin board with a key to be provided to the designated union representative.

4.2 Public Information

The City shall make available to the Union, upon written request, existing public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the

enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the City shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The City shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 No Discrimination

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

The Employer shall not prohibit or discriminate against a Telecommunicator for engaging in political activities or campaigning while off duty, in any manner that violates state or federal law.

4.4 New Employees

The City agrees to notify the Union Chapter President of the hiring of all new full-time Telecommunicator's whose job classifications are covered by this Agreement within twenty (20) working days of the date of hire.

4.5 Dues Checkoff and Fair Share Deductions

The City shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (every two weeks) that the City normally pays its Police Department employees.

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the City with written notice to regularly deduct a Fair

Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the City with such notice within 30 calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.

When the City makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the City of Harvey, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under Section 4.5 of this Article.

4.6 Union Representatives and Visitation

The City recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Harvey Telecommunicator's as Chapter representatives of the Union. The names of these two (2) union representatives, along with their designated titles, shall be provided to the Harvey Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two (2) Harvey Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the City and Union members.

Also, the City recognizes the right of the Union to send representatives from its headquarters office to the City and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions. The City shall grant release time with pay during regular working hours for one Union member to participate in contract negotiations for any negotiations that take place after June 1, 2007. However, as many as two (2) members may participate in negotiating sessions, but only one shall be paid at any given time, without interfering with normal Police Department duties. Generally, the two (2) Harvey Telecommunicators who participate in contract negotiations shall be the same individuals who are Chapter Officers of the Union.

ARTICLE V – GRIEVANCE PROCEDURE

5.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated in accordance with Section 6.3 of this contract unless a mutually agreed upon extension is granted by the parties, but in no event shall any grievance be initiated later than thirty (30) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than thirty (30) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

5.2 Definitions

- (1)** GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement, or which involves disciplinary action which exceeds a written reprimand but does not exceed a five (5) day suspension. Any disciplinary action which involves a suspension of greater than five (5) days shall be subject to the appeal rules of the City of Harvey Civil Service Commission and is not within the subject matter or jurisdiction of the grievance procedures stated under this Article or contract.
- (2)** Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3)** The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4)** The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the City's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.
- (5)** The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

5.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor and a Union Chapter Officer.

STEP 1 If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the appropriate Supervisor or Commander, who will arrange for a meeting to be held within ten working days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written Grievance at this step must be within thirty (30) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the occurrence. The City representative shall provide a written answer to the Grievant within twenty (20) working days of the meeting. The answer shall include the reasons for the decision.

STEP 2 If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Chief of Police or his designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Watch Commander level. The City representative will arrange for a meeting to be held within ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) working days of the meeting provided for in this paragraph.

STEP 3 If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Mayor or his designee will arrange for a meeting to be held

within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or City Council, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 are adhered to.

STEP 4 If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within fifteen (15) working days of the answer rendered by the Mayor's office, or if no answer is filed, within fifteen (15) working days of the last day on which such answer was due.

The parties shall jointly request the American Arbitration Association to submit a panel of five arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain offices in the State of Illinois. Upon receipt of the panel, the Union shall strike two names and the City shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

The arbitrator shall be notified of his selection and shall be asked to set a time and place for the hearing, subject to the availability of the City and Union Representatives.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the City and the Union. The

parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

ARTICLE VI – DISCIPLINE AND DISMISSAL

6.1 Employee Security

Non-probationary Telecommunicators covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the City or the Command Level of the Police Department having first established just cause.

6.2 Suspension With Pay

Any Telecommunicator who is arrested and charged with a felony, either by the Harvey Police Department or some other law enforcement agency of proper jurisdiction, shall not be entitled to full pay and benefits while awaiting the outcome of the criminal charges, and the City reserves the right to seek suspension or termination of the Telecommunicator before the Civil Service Commission. However, any Telecommunicator who is accused of participating in any misdemeanor or felonious activity, and who is suspended without pay and benefits, shall be entitled to restoration to duty with appropriate back pay benefits and seniority if so ordered by the Civil Service Commission or the reviewing courts.

6.3 Performance Evaluation & Discipline

No Telecommunicator covered by this Agreement shall be required to submit to a City or Police Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. Further, any Telecommunicator undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature

near the box. Additionally, any reprimand, suspension or other disciplinary action that results from a Performance Evaluation must be levied against the Telecommunicator in accordance with the relevant and applicable provisions of Articles V, VI and VII of this Agreement.

6.4 Access To Personnel Files

Personnel files kept by the City on all full-time Telecommunicators shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Telecommunicator involved, unless otherwise required by law. Also, individual Telecommunicators shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The City agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Telecommunicators may make copies of any such materials contained in these files. Telecommunicators will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not be made available to individual Telecommunicator, then such materials may be withheld by the City.

6.5 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Harvey City ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all full-time Harvey Police

Telecommunicator covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense. Any full-time Harvey Police Telecommunicator covered by this Agreement is entitled to Union representation at any disciplinary meeting.

6.6 Conference

Except when detrimental to the general welfare of the City, and employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons.

6.7 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Chief of Police or his designee, or by the Mayor or his designee, or by action of the Harvey Civil Service Commission. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee.

ARTICLE VII – SENIORITY

7.1 Definition Of Seniority

The Police Department level of seniority shall apply to all full-time Harvey Telecommunicators whose original date of hire was as a Telecommunicator. It is expressly understood that Police Department seniority shall date from the employee's earliest date of continuous employment as a full-time Harvey Telecommunicator. Police Department Seniority shall be used as a factor to determine the status of individual Telecommunicators in matters of vacation

and shift scheduling, transfers or promotions within the Police Department, reduction in force, opportunities to work overtime, opportunities to bid for specific assignments, training opportunities and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. However, in all cases, the seniority rights of full-time Harvey Telecommunicators who have successfully completed their probationary periods shall take precedence over any seniority right's deemed to be held by part-time Telecommunicators, temporary Telecommunicators, retired Telecommunicators who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not full-time Harvey Telecommunicators.

7.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the date that the initial application is recorded by the City as having been received for the position of Telecommunicator.

7.3 Seniority List

The City agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the City as they arise. As new Telecommunicators are hired or as others leave the employ of the City, their names shall be added to or removed from the Seniority List not later than 30 days from the date of such changes. The City agrees to provide the Union with such updated Seniority Lists as they become available.

7.4 Probationary Period Seniority

All newly-hired Telecommunicators shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. Seniority among probationary

Telecommunicators shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued one year of seniority with the Police Department. The Chief of Police may extend a given employee's probationary period for one time for a six-month period, if, at the Chief's discretion, that employee requires additional time to qualify as a full-time Harvey Telecommunicator. However, all appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed 12 months of service to the Police Department, whether or not their probationary periods have been extended.

7.5 Accrual And Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the one-year probationary period and shall be a determining factor in all such matters in which Telecommunicators shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which an Telecommunicator is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After 12 months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the City in their names. Further, any employees who return to work as full-time Telecommunicators following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

7.6 Seniority and Overtime

Scheduled overtime assignments shall be based on a given shift's Police Department seniority, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to a Telecommunicator of lesser seniority. Unscheduled overtime shall be based on shift seniority and, in instances where all available Telecommunicators have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Telecommunicator available. However, a given Telecommunicator shall have the right to decline to work unscheduled overtime if another Telecommunicator of comparable training and skill levels is available and indicated a willingness to work the unscheduled overtime. Also, individual Telecommunicators who exercise their seniority right in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Telecommunicator covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any two-week pay period, seniority levels notwithstanding.

7.7 Seniority And Vacation Scheduling

Whenever possible, vacation periods will be approved or disapproved within 10 days of the submission of the vacation request. Vacations shall generally be selected and scheduled based on vacation requests submitted within the Police Department and the bargaining unit. In the event that two Telecommunicators request the same vacation time period, seniority will be used to determine which Telecommunicator is approved provided that no manpower shortage exists. If two Telecommunicators with the same level of seniority request the same vacation time period, the Chief of Police or his designee shall function as a tiebreaker.

7.8 Seniority, Shift Scheduling And Days Off

The City agrees that seniority will be one of the determining factors in allowing Telecommunicators to bid on or otherwise select the shifts they will work and the days they will be off.

7.9 Seniority and Rescheduling (Trading) Of Shifts

The City agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Telecommunicators without regard to seniority, up to six times per year with the approval of the Shift Commanders involved, which approval shall not be unreasonably denied. In such instances, both Telecommunicators involved in a given shift trade must notify the Chief of Police or his designee at least twenty four (24) hours in advance of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the City will not be obligated to compensate either Telecommunicator at an overtime rate, unless the original shift being traded was to have been an overtime shift.

ARTICLE VIII -- EMPLOYMENT PRACTICES & PROCEDURES

8.1 Residency Requirement

The parties to this Agreement agree that in order to work as a full-time Harvey Telecommunicators, all current and future Telecommunicators employed by the City of Harvey throughout the lifetime of this Agreement must live at and maintain a principal residence that is within 22 miles of the City of Harvey. Further, if any City Ordinance exists or is implemented during the lifetime of this Agreement that conflicts with this section, this section shall take precedence over any conflicting City Ordinance.

8.2 Shift Coverage

The City agrees that it shall maintain a force of certified 911 full-time Telecommunicators, as mandated by the State of Illinois, to cover each and every shift for each and every day of the year with a minimum of two (2) full-

time Telecommunicators. In the event a particular shift may not be covered at the start of that shift, and it is necessary to hold over an Telecommunicator or Telecommunicators from the previous shift, the senior full-time Telecommunicator on the previous shift shall be the first Telecommunicator asked to stay over for the next shift.

a. Overtime Compensation And Compensatory Time

Full-time Telecommunicators may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Telecommunicator of at least supervisory rank, if not higher. Telecommunicators required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any work in excess of eight (8) hours in any given regular shift and shall be earned in minimum increments of fifteen (15) minutes each.

The combination of overtime hours and regular-time hours shall not exceed sixteen (16) hours in any 24-hour period for any given Telecommunicator. Also, no Telecommunicator shall be required to work 16 hours per day in any two-day period and no Telecommunicator shall be required to work more than two (2) 16-hour days in any standard workweek. However, Telecommunicators who work a regular eight (8) hour shift may volunteer for or be required to work an additional eight (8) hours of overtime for each day of the regular workweek, but in no case may such Telecommunicators be required to work more than 20 hours of overtime in any one week, not withstanding an extreme emergency. Telecommunicators may request to be relieved if 1), they have not been given at least a four (4) hour advance notice of the need for them to work overtime, or, (2), if they have a pressing family or personal obligation that otherwise prevents them from working overtime (such as an appointment with a medical professional or a child or children who cannot be left alone without a babysitter, and the shift commander may grant or deny such requests in his or her reasonable judgment.)

Overtime shall be paid along with regular-time compensation in the Telecommunicators' regularly scheduled paychecks, unless individual Telecommunicators elect to receive their overtime pay in the form of compensatory time.

Compensatory time, which shall be earned at overtime rates, shall be granted to full-time Telecommunicators who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in their paychecks. Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour. Telecommunicators who have earned compensatory time will be required to notify the Chief of Police or his designee in writing (on a form to be provided by the Department) at least 24 hours in advance of their intentions to claim such time off. Compensatory time will be granted on a regular basis subject to the staffing needs of the Police Department.

Compensatory time may be accumulated up to a maximum of 240 hours over a given Telecommunicator's career. The Chief or his designee will keep accurate records of how much compensatory time is in each Telecommunicator's account. Account balance information will be made available to individual Telecommunicators who request such data during time periods established by the Chief or his designee or, if the City finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Telecommunicators on a regular basis. Throughout the fiscal year, compensatory time may be used by taking time off.

However, once each year, at the end of the year, individual Telecommunicators may choose to use up to 40 hours of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Unused compensatory time shall be rolled over from one fiscal year to the next and, upon a given Telecommunicator's unpaid leave of

absence, termination, retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Telecommunicator or his or her survivors at the then-prevailing hourly rate of pay. Upon retirement, individual Telecommunicators may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

b. Rules, Regulations, Policies And Procedures

Police Department Rules, Regulations, Policies and Procedures that pertain to police work and the specific duties of full-time Telecommunicators must be signed and approved by the Chief of Police. In the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Section of this Agreement, this agreement shall take precedence over the existing Rules, regulations Polices and Procedures. This Agreement shall not supercede already existing Rules and Regulations of the Civil Service Commission.

ARTICLE IX – HOLIDAYS AND LEAVES

9.1 Holidays

The City agrees that all full-time Telecommunicators shall receive 12 annual paid holidays according to the following schedule: Telecommunicators who work on any of the holidays listed below will be paid at the rate of two (2) times the regular rate of pay. Those Telecommunicators who work on a major holiday (Memorial day, Independence day, Thanksgiving day and Christmas day) will receive a premium pay rate of 2 ½ times their regular rate of pay. Telecommunicators whose regularly scheduled day off falls on a holiday will be paid in the form of a holiday day off or regular pay for that day at the Telecommunicators discretion. Telecommunicators who choose to take the day off on a holiday, and such choice is approved at a supervisory level, will be paid at the regular rate of pay for that day. Telecommunicators will be given

the option to take either holiday pay or compensatory time in lieu of holiday pay.

The Holidays Are:

Martin Luther King Jr. Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Veterans Day
Telecommunicator's Birthday – Floating Holiday	New Year's Day

9.2 Sick Leave Days

Upon completion of the first year of service to the City and the Police Department the City agrees that all full-time Telecommunicators shall receive twelve (12) sick leave days per calendar year. These days shall be used for illness, either for the Telecommunicator or the Telecommunicators family members. Telecommunicators requesting to take sick leave day shall notify the appropriate supervisor at least two (2) hours prior to the start of the Telecommunicators shift. Any unused sick leave days can be rolled over from year to year to a maximum of 60 days. Upon retirement, any accumulated sick leave days will be deducted from the amount of time an Telecommunicator would be required to work in his or her final year. Any Telecommunicators who have accumulated more than 60 days due to the City of Harvey's past practices will be allowed to maintain that number of days until retirement however they will not be allowed to accumulate additional days over their present amount. Any decrease in the amounts of days on the books will be considered their maximum until which time they reach 60 days.

9.3 Personal Leave Days

Upon completion of the first year of service to the City and the Department, the City agrees that all full-time Telecommunicators shall receive three (3) paid personal leave days per year. These three (3) personal days can be taken at the discretion of the Telecommunicators for personal business. A twenty-four

(24) hour notice shall be made to the appropriate supervisor by the Telecommunicators requesting to take a paid personal leave day. Also, the City agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day. These personal leave days must be used in the year they were earned.

9.4 Bereavement Leave

Up to three (3) days leave with pay shall be granted in the event of the death of an immediate family member. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, shiva, memorial services, and the like. Immediate family members, for purposes of this section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law. One (1) day of leave with pay shall be granted in the event of the death of a brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, legal guardian/ward, or any other relative living in the same household. In the event that the employee has to travel more than 250 miles to attend a funeral service of any family member listed above, the employee shall be granted an additional two (2) days of bereavement leave using the employees accumulated benefit time.

9.5 Jury Duty Leave, Court Leave

Any full-time Telecommunicator covered by this Agreement who is summoned as a witness in a job related criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The City shall compensate any Telecommunicators who is required to serve as a juror or participate in a job related Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Telecommunicators would have been scheduled to work. The Telecommunicator shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Telecommunicator for such duty shall, in turn, be paid by the Telecommunicator to the City.

9.6 Military Leave

Military leave shall be granted in accordance with applicable State and Federal law.

9.7 Family Medical Leave

The City agrees that any full-time Telecommunicator (male or female) covered by this Agreement who has completed two years of service to the City shall be eligible for an unpaid parental leave of absence. The time period of the leave of absence shall commence with the birth of the child or, if medical circumstances dictate, up to three months prior to the birth of the child, and may last as long as one full year. For the first twelve (12) weeks of such leave, the City shall make contributions on the employee's behalf to the City of Harvey Health Insurance Plan. However, after that period, the employee may make such payments himself or herself directly to the City administrator of the Insurance Plan. Such leave will entitle the employee to reinstatement, without loss of accumulated seniority, to the same or a similar position within the Harvey Police Department that the employee had been working immediately prior to going on parental leave. Nothing in this section shall be deemed to conflict with the Family Medical Leave Act.

ARTICLE X – VACATION LEAVE

10.1 Earned Paid Vacation Requirements

The City agrees that all full-time Telecommunicators shall earn paid vacation time off according to the following schedule:

Date of Hire through 1-year anniversary	0 paid days off per year
1-year anniversary through 4-year anniversary	10 days off each year
Five years through nine years	15 days off each year
Ten through fourteen year	20 days off each year
Fifteenth through nineteen years	25 days off each year

Twenty years forward – one additional day per year to a maximum of 30 vacation days.

*Years shall be computed from Anniversary date to Anniversary date.

Each paid vacation day shall be computed at the rate of eight hours of the Telecommunicator's regular rate of pay for the year in which the vacation days are taken. Vacation days must be taken in the year in which they are earned. However, if departmental scheduling needs beyond the Telecommunicators control make it impossible for the Telecommunicator to take all the paid vacation days he or she was entitled to in a particular year, that Telecommunicator shall be paid for any unused vacation days in his or her final paycheck of the year.

10.2 Vacation Scheduling

Telecommunicators may select their vacation periods during the year with the approval of the Chief of Police or his designee. Vacations may be changed by the Chief of Police to accommodate manpower concerns, but requests will not be unreasonably withheld. Vacation requests will be approved or denied by the Harvey Police Department Administration within ten (10) calendar days of the submission of the request. Once a vacation has been approved by the Harvey Police Department Administration, seniority will not take precedence for that vacation period.

10.3 Longevity Leave

Any member who has nine or more consecutive years of service with the Department will be eligible for longevity leave, calculated at the rate of one day of leave from duty for each year of service, up to a maximum of ten (10) days. These days may be taken in conjunction with a member's vacation or periodically throughout the calendar year, subject to the approval of the Bureau Commander and the Chief of Police. Longevity leave does not apply until the member has completed ten (10) full years of service and may not be accumulated beyond one calendar year.

ARTICLE XI – HEALTH & WELFARE BENEFITS

11.1 Medical/Hospitalization/Life/Dental Insurance

The City of Harvey will maintain medical/hospitalization insurance as they exist on the day of the signing of this agreement. The City further agrees that all existing benefits and employee contributions will remain the same for the life of this agreement.

11.2 Extended Sick Leave—Disability Leave

Full-time Telecommunicators covered by this Agreement shall be entitled to paid extended sick leave or disability leave under the following circumstances:

- (1) They have been continuously employed by the City of Harvey as full-time Telecommunicators for at least two calendar years.
- (2) They are unable to perform their regular Telecommunicator duties or such light-duty alternative Police functions as the City may offer.
- (3) They have exhausted any accumulated sick leave days as well as any personal leave days that they would be eligible for during the current period of illness or disability.
- (4) They are under the ongoing care of a physician or other equivalent licensed medical professional who will certify in writing that they are unable to perform Police work and also, that they are likely to remain unable to work for an extended period of time due to illness, injury, disability, hospitalization, convalescence, or rehabilitation.

If all of the above conditions are met, the City agrees that full-time Telecommunicators covered by this Agreement shall be compensated at their normal rates of pay for up to thirteen (13) consecutive weeks during any such period of extended sick leave.

The City further agrees that any Telecommunicator on extended sick leave as described above shall continue to participate in the City of Harvey Health

Insurance Plan and that his or her seniority shall continue to accrue to the extent described in Section 8.5 of this Agreement.

In order to maintain eligibility for extended sick leave benefits, the Telecommunicator involved will be required to provide reports on a regular and reasonable basis from his or her attending physician or equivalent medical professional to the Chief of Police or his designee. Also, the City may require an Telecommunicator on extended sick leave to be examined by a doctor of the City's choosing and may require that any relevant diagnostic tests, including X-rays, CT scans, MRI tests, blood tests and medical records, be made available to the City doctor for examination and analysis. In the event of a difference of opinion between the Telecommunicator's doctor and the City's doctor regarding whether or not the Telecommunicator is able to return to full-time Telecommunicator duties, the Union may, at its discretion, have the Telecommunicator examined by a medical professional of the Union's choosing. In such event, whatever decision is reached by two of the three medical professionals shall be the decision that prevails.

This benefit can only be used once in a twelve (12) month period, with the twelve (12) month period beginning on the first day of the prior extended sick leave.

11.3 Harvey Telecommunicator Pension Plan

Harvey Telecommunicators shall participate in a duly sanctioned Pension Plan that meets the requirements of Illinois Statute 40 ILCS 5/1 et seq.. Contributions to such a Pension Fund shall be made by the City of Harvey according to the applicable Illinois Statute, with the necessary employee contributions being deducted from the Telecommunicators regular paychecks and forward to the Pension Fund. Pension Benefit matters, including vesting, dollar amounts of Village and Telecommunicators contributions and dollars amounts paid to retired Telecommunicators shall all be in accordance with applicable Illinois Statute.

11.4 Death Benefits

The City agrees to maintain a Twenty thousand dollar (\$20,000.00) Insurance policy for all full-time Telecommunicators for the life of this contract. Additionally, the City agrees to continue to provide the same level of Medical and Hospitalization Insurance to the family of the Telecommunicator covered under Cobra Insurance.

11.5 Training Benefits

The City agrees that all full-time Telecommunicators covered by this Agreement shall be eligible to participate in professional training as determined appropriate by the Chief of Police or his designee. Telecommunicators who are ordered to attend such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Telecommunicators who travel outside Harvey for such training shall be compensated for expenses and travel allowances at the same rates that the Mayor and Chief of Police and Deputy Chief are compensated when they travel outside Harvey on City business.

11.6 Uniform Allowances

For probationary Telecommunicators, the City will furnish all necessary and appropriate uniform articles, before the start of his or her first shift.

Thereafter, with the first pay period coinciding with May 1st and October 1st of each year, the City will give each full-time Telecommunicator a \$137.50 uniform quarter master credit.

ARTICLE XII-BASE SALARY LEVELS

12.1 Base Salary Levels and Premium Pay Rates

In the First Year of the term of this Agreement, which shall commence on May 1, 2013, Telecommunicators in the following years of service with the City shall be paid at the following rates:

	2012	2013	2014	2015
Starting	\$29,790.07	\$30,311.40	\$30,841.85	\$31,458.69
After One Year	\$32,209.76	\$32,773.43	\$33,346.97	\$34,013.91

A four hundred dollar (\$400.00) signing bonus to be paid to each Telecommunicator providing the wage increase is implemented before October 1, 2013. This signing bonus is in lieu of any retroactivity for 2013.

12.2 Longevity Pay Rates:

Starting : 5th year – 2%
10th year - 4%
15th year – 6%
20th year –8%

For those Telecommunicators in Longevity steps, the above yearly percentage increases will be added to their present base pay.

12.3 Specialty Pay

Bilingual Telecommunicator, additional \$1,000.00 per year when a Telecommunicator meets the criteria set forth by the City as being bilingual

Training Telecommunicator, additional one hour of compensatory time, per shift, earned at the Telecommunicators regular rate of pay while actually training.

ARTICLE XIII – EMPLOYEE ALCOHOL AND DRUG TESTING

13.1 Statement of Policy

It is the policy of the City of Harvey that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the telecommunicators of the Police Department.

13.2 Prohibitions

Telecommunicators shall be prohibited from:

- (a) Consuming alcohol at any time during or just prior to the beginning of the workday or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the telecommunicator's personal vehicle while engaged in the City business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking, or that the employee is taking drugs known to mask the true results of a drug test.

13.3 Drug and Alcohol Testing Procedures

Employee urinalysis shall be performed by the procedures outlined here:

Section A. Procedures

In conducting the testing authorized by this Agreement, the City shall:

- (1) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing or use a

licensed breathalyzer operator who is not a member of the bargaining unit.

- (2) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and the test result.
- (3) If a blood, urine or hair test, collect a sufficient sample of the same bodily fluid or test and a sufficient amount to be set aside reserved for later testing by the member.
- (4) Collect samples in such a manner as to preserve the members right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Members shall not be witnessed by anyone while submitting sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is a reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.
- (5) Confirm any blood, urine, or other sample that test positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (6) Provide the member tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility of the members choosing, at the members own expense, provided the member notifies the City within seventy-two (72) hours of receiving the results of the test.
- (7) Require that the laboratory or hospital facility report to the City that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings

expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the members interest.

(8) Require that with regard to alcohol testing, for the purpose of determining whether the member is under the influence of alcohol, test results showing alcohol concentration above 0.000 will be considered positive.

(9) Provide each member tested with a copy of all information and reports received by the City in connection with the testing and the results.

Section B. Use of Results

A. The Chief of Police will take action on a confirmed positive test result after receiving a report from the certified laboratory. Detection of the use of any controlled substance or cannabis is grounds for immediate termination. However, a may have an opportunity to explain the presence of any controlled substance which may be available by prescription with medical evidence by a licensed physician. However, since the legitimate use of these drugs could indicate a possible health problem, the Employee's job responsibilities will be reviewed as to whether the use of said medication poses a potential hazard to the Employee, co-workers, or the general public.

13.4 Voluntary Request for Assistance

The City shall take no adverse employment action against any Telecommunicator who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the Telecommunicator's voluntary actions, other than the City may require reassignment of the Telecommunicator with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The Telecommunicator was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

- (b) The Telecommunicator agreeing to appropriate treatment as determined by the physician(s) involved.
- (c) The Telecommunicator discontinues his use of illegal drugs or abuse of alcohol.
- (d) The Telecommunicator completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
- (e) The Telecommunicator agrees to submit to any request for testing during hours of work during the proscribed period of treatment and aftercare discussed in (d) above.

Telecommunicators who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an Telecommunicator on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the Telecommunicators current use of alcohol or drugs prevents such individual from performing the duties of a Telecommunicator or whose continuance on active status would constitute a direct threat to the property and safety of others. Such Telecommunicators shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIV – INDEMNIFICATION

The City shall be responsible for, hold Employees harmless from and pay for damages or monies, except any punitive damages, which may be adjudged, assessed or otherwise levied against any Employee covered by this Agreement, pursuant to 65 ILCS 5/1-4-6 or otherwise required to be paid by the City pursuant to existing case law. Employees shall be required to cooperate

with the Employer during the course of the investigation, administration or litigation of any claim arising out of any alleged conduct of the employee, which includes but is not limited to, appear for depositions, answer interrogatories or other discovery requests, appear at any arbitration, mediation or trial and appear at any conference requested by the City or the City Attorney's Office. Failure of the Employee to comply with any of the provisions of this Section shall relieve the City from any of its obligations stated herein. The City shall retain the right to seek court intervention to enforce the terms of this section, including but not limited to, any Chancery Court suit to seek an order relieving it of its obligations under this section or any other applicable law due to the employees failure to comply with the terms of this section.

ARTICLE XV - LAYOFF AND RECALL

15.1 Layoff

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, Employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/1-0-1 38. Except in case of emergency, no layoffs will occur without at least twenty (20) calendar day's notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to layoff, though such consultation shall not be used to delay the layoff.

15.2 Recall

Employees who are laid off due to a reduction in force shall be placed on a recall list for a minimum period of two (2) years. If there is a recall Employees who are on the recall list shall be recalled in the reverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days notice thereof by Certified or Registered Mail, return receipt

requested, with a copy to the Union. The Employee must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receipt of the notice of recall. The City shall have been deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with this latest mailing address. If the Employee fails to timely respond to the recall notice, his name shall be removed for the recall list.

ARTICLE XVI - SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts of portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the City shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the City as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

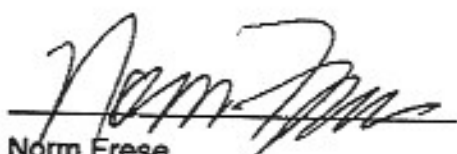
ARTICLE XX - DURATION


This Agreement shall be effective upon signing of this Agreement by both parties and before October 1, 2013, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2016.


Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is made unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

Agreed to, signed and entered into this 33rd day of September 2013.

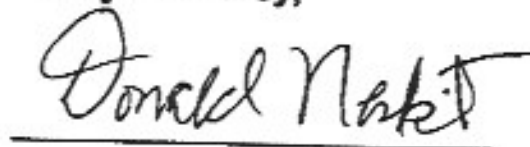
Illinois Council Of Police,


Norm Frese
President

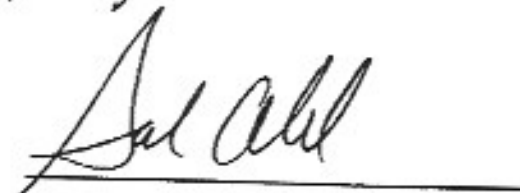

Kim McClenton
Harvey Chapter Representative


Sharon Mayfield
Harvey Chapter Representative

City of Harvey,


Donald Markit


Nancy L. Clark


Sal Albi