

CITY OF HARVEY  
15320 Broadway Avenue  
Harvey, Illinois 60426

**CITY OF HARVEY COUNCIL MEETING**  
**MONDAY – February 13, 2023 - 7:00 P.M.**  
**AGENDA**

1. Call Meeting to Order.
2. Roll call of Council Members.
3. Invocation and Pledge of Allegiance.
4. Approval of Minutes dated January 23, 2023  
Regular Meeting
5. Approval of Bills Payable – February 13, 2023
6. Ordinances and Resolutions for the City of Harvey
  - A. Old Business – None
  - B. New Business
    1. Resolution #\_\_\_\_\_A Resolution in Support of the 2023 Community Development Block Grant (CDBG) Capital Improvement/Demolition and Economic Development Project Application
    2. Ordinance #\_\_\_\_\_An Ordinance of The City Of Harvey, Cook County, Illinois Authorizing A Collective Bargaining Agreement By And Between The City Of Harvey And The Harvey Firemen’s Association, I.A.F.F. Local 471
7. Public Comment
8. Adjournment

**MINUTES OF REGULAR HARVEY CITY COUNCIL MEETING  
MONDAY – January 23, 2023 – 7:00 P.M**

Mayor Christopher J. Clark called the City of Harvey Regular Council Meeting to order Monday – January 23, 2023, at 7:07 p.m.

Mayor Clark asked City Clerk Rosa M. Arambula to call the roll of Council members.

Present: Alderwoman Shirley Drewenski, Alderwoman Telanee Smith, Alderman Tracy Key, Alderman Tyrone Rogers, and Mayor Christopher J. Clark.

Absent: Alderman Marshun Tolbert, Alderman Dominique Randle-El

Alderman Rogers gave the Invocation and led the Pledge of Allegiance.

**APPROVAL OF MINUTES:** December 12, 2022- Regular City Council Meeting

Alderman Rogers made the motion to approve the December 12, 2022, Regular City Council Meeting Minutes.

The motion was seconded by Alderwoman Drewenski.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.

Voting Nay: None

Abstain: None

Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**APPROVAL OF BILLS PAYABLE:** January 9, 2023, and January 23, 2023

Alderman Rogers made the motion to approve the Bills Payable January 9, 2023, and January 23, 2023

The motion was seconded by Alderwoman Drewenski.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.

Voting Nay: None

Abstain: None

Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**Presentation: Harvey Transportation Center- Noe Gallardo, Legislative Affairs Administration, Metra**

Mr. Gallardo spoke about the major multimillion dollar project that Metra and Pace are investing in Harvey, Illinois. He stated that the Pace Bus facility will be moving closer to the Metra facility to make it easier and safer accessibility for all commuters.

Mayor Clark commented that a project this size takes a lot of time and effort to get to this point. He continued to say that the City of Harvey, Pace, Metra, State and Federal Government have all been working since 2019 on this project. He mentioned those who have played a role to make this happen; Governor J.B. Pritzker, Congresswoman Robin Kelly, Biden Administration, Senator Harris, and State Representative Will Davis.

**ORDINANCES AND RESOLUTIONS FOR THE CITY OF HARVEY**

**Old Business- None**

**New Business**

**Resolution # 3029 – A Resolution of the City of Harvey in Support of Tax Increment Financing**

Alderwoman Drewenski made the motion to approve Resolution.  
The Motion was seconded by Alderwoman Smith.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.  
Voting Nay: None  
Abstain: None  
Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**Resolution # 3030-** A Resolution Amending Resolution # 3005 Approving a Redevelopment Agreement

Alderman Rogers made the motion to approve Resolution.  
The Motion was seconded by Alderwoman Drewenski.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.  
Voting Nay: None  
Abstain: None  
Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**Resolution # 3031 -** A Resolution Approving a Redevelopment Agreement and the Renewal of Class 6b Designation for Certain Property 1230 W. 171<sup>st</sup>.

Alderman Rogers made the motion to approve Resolution.  
The Motion was seconded by Alderwoman Smith.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.  
Voting Nay: None  
Abstain: None  
Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**Resolution # 3032** – A Resolution to Execute a Purchase Sale Agreement with The Catholic Bishop of Chicago, Archdiocese of Chicago for the Acquisition of Ascension-St Susanna Catholic Parish located at 15234 Myrtle Ave, Harvey, IL 60426 for Government Purposes After Attorney Review and Approval.

Alderman Rogers made the motion to approve Resolution.  
The Motion was seconded by Alderwoman Smith.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.

Voting Nay: None

Abstain: None

Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

**CLOSED SESSION - None.**

**PUBLIC COMMENT: No Public Comment**

**ADJOURNMENT: 8:03 p.m.**

Alderwoman Drewenski made the motion to adjourn meeting.  
The motion was seconded by Alderman Rogers.

Voting Aye: Alderwomen Drewenski, Smith, Aldermen Key, Rogers.

Voting Nay: None

Abstain: None

Absent: Aldermen Tolbert, Randle-El.

**MOTION CARRIED**

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Rosa M. Arambula – City Clerk



## **AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	A Resolution in Support of a Community Development Block Grant (CDBG) Application		
Presenter & Title:	Christopher J. Clark, Mayor		
Date:	February 13, 2023		
<b>Please Check Appropriate Box:</b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$0		Budgeted?      Yes X No	Other              Yes Funding?        X No
If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance			
<b>Executive Summary:</b>			
<p>The City is seeking to apply for a CDBG Grant administered by Cook County. The grant, if obtained, would enable the City to demolish and remove unsafe buildings on Broadway, directly across from City Hall, as well as a second building on Wood Street.</p> <p>By undertaking demolition, this would support the goals contained in the new downtown TOD Plan. It would also complement the investment being made by Metra and Pace in the new Harvey Transportation Center and by MVAH Pivotal in the 5 story Harvey Lofts building. It would also result in a "shovel ready" site for the next project in the City's downtown.</p> <p>The grant application is for up to \$350,000 to cover demolition costs. The City would potentially be asked by Cook County to provide a local match to make it more competitive with other suburbs. The local match is estimated to be a not-to-exceed amount of 10% or \$35,000, to be covered by City resources or other City funding partners.</p>			
<b>Attachments:</b> (please list)			
<ul style="list-style-type: none"> <li>• CDBG Resolution</li> </ul>			
<b>Voting Requirements:</b>			
This motion requires a simple majority of affirmative votes for passage.			
<b>Recommendation / Suggested Action:</b> (how the item should be listed on agenda)			
Motion to Approve: A Resolution in Support of a Community Development Block Grant (CDBG) Application			



## 2023 CDBG Capital Improvement/Demolition and Economic Development Project Application

### FORM A-1: RESOLUTION City of Harvey

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Harvey, Illinois as follows:

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2023 in the amount of \$ 350,000 for the following project(s):

Project: Harvey TOD Plan Implementation Phase I

Amount: \$ 350,000

as identified in City of Harvey CDBG 2023 Program Year

Section 2. That the Mayor or designee is hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to complete the application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Secretary.

Section 3. That the Mayor or designee is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

Dated this 13th day of February 2023

By: \_\_\_\_\_  
Christopher J. Clark - Mayor Signature

Attest: \_\_\_\_\_  
Rosa R. Arambula - Clerk Signature

{SEAL}



## **AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	An Ordinance of The City of Harvey, Cook County, Illinois Authorizing A Collective Bargaining Agreement By and Between The City Of Harvey And The Harvey Firemen's Association, I.A.F.F. Local 471		
Presenter & Title:	Christopher J. Clark, Mayor		
Date:	February 13, 2023		
<b><i>Please Check Appropriate Box:</i></b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$0		Budgeted?    Yes X No	Other            Yes Funding?    X No
<i>If "Other Funding," please explain how the item will be funded: redistributed line item or fund balance</i>			
<b>Executive Summary:</b>			
<p>Included in your City Council packet is a red-line version of the collective bargaining agreement ("CBA") negotiated by the City of Harvey and the I.A.F.F. Local 471. The Union has already ratified the contract.</p> <p>The highlights on the CBA include a long-term contract with low COLA percentage raises through April 30, 2026; an organized procedure for members to act up i.e., for firefighters to act as engineers for a shift for a flat rate, as opposed to engineers being called back in for overtime; more stringent testing requirements for promotions; and a new annual requirement for fitness for duty examinations for all firefighters. The relevant terms of the CBA are the following:</p> <p>Term: May 1, 2022 to April 30, 2026</p> <p>Wages: May 1, 2021 2.0% retroactive</p> <p style="padding-left: 40px;">May 1, 2022 2.5% retroactive</p> <p style="padding-left: 40px;">May 1, 2023 2.5%</p> <p style="padding-left: 40px;">May 1, 2024 2.5%</p> <p style="padding-left: 40px;">May 1, 2025 2.5%</p> <p>Acting Up: Flat fee between \$20 and \$30 based on rank.</p> <p>Promotions: Testing requirement of 70% on written examination prior to application of merit points.</p> <p>The City's management team is satisfied with the outcome of the negotiations and requests City Council's approval of this CBA</p>			



- CBA Ordinance

**Voting Requirements:**

*This motion requires a simple majority of affirmative votes for passage.*

**Recommendation / Suggested Action:** *(how the item should be listed on agenda)*

Motion to Approve: An Ordinance of The City of Harvey, Cook County, Illinois  
Authorizing A Collective Bargaining Agreement By and Between The City Of Harvey And  
The Harvey Firemen's Association, I.A.F.F. Local 471

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**THE CITY OF HARVEY**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**  
**NUMBER \_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF HARVEY, COOK COUNTY, ILLINOIS  
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN  
THE CITY OF HARVEY AND THE HARVEY FIREMEN’S ASSOCIATION,  
I.A.F.F. LOCAL 471**

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**Christopher J. Clark, Mayor**  
**Rosa M. Arambula, City Clerk**

**Ald. Shirley Drewenski**  
**Ald. Marshun Tolbert**  
**Ald. Telanee Smith**

**Ald. Tracy Key**  
**Ald. Dominique Randle-El**  
**Ald. Tyrone Rogers**

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**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Harvey on 2/13/23**  
**City of Harvey – 15320 Broadway Ave. - Harvey, Illinois 60426**

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HARVEY, COOK COUNTY, ILLINOIS  
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN  
THE CITY OF HARVEY AND THE HARVEY FIREMEN’S ASSOCIATION,  
I.A.F.F. LOCAL 471**

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**WHEREAS**, the City of Harvey, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

**NOW, THEREFORE, BE IT ORDAINED** by the City Mayor and City Council of the City of Harvey, Cook County, Illinois, by and through its Home Rule Powers, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the Corporate Authorities find and determine that the adoption of this Ordinance is in the best interests of the City as well as in the best interests of the public.

**Section 3.** The Agreement by and between the City of Harvey, Cook County, Illinois and the Harvey Fireman’s Association, I.A.F.F. Local 471, covering the time period of May 1, 2022 to April 30, 2026, (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, and has already been ratified by the Union, is hereby approved substantially in the form presented to the Corporate Authorities, with such necessary revisions, if any, as determined by the City Administrator and City Attorney and as subsequently authorized by the Mayor, said changes being approved by execution and delivery of such Agreement by the Mayor.

**Section 4.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** The City Administrator/Comptroller is hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the City as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

**Section 6.** If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 7.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the City Mayor and City Alderman of the City of Harvey, Cook County, Illinois this 13<sup>h</sup> day of February 2023 pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
DREWENSKI				
TOLBERT				
SMITH				
KEY				
RANDLE-EL				
ROGERS				
CITY MAYOR CLARK				
<b>TOTAL</b>				

**APPROVED** by the CITY MAYOR of the City of Harvey, Cook County, Illinois on this 13th day of February 2023

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CHRISTOPHER J. CLARK  
CITY MAYOR

ATTEST:

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ROSA M. ARAMBULA  
CITY CLERK

# **AGREEMENT**

**BETWEEN**

**THE CITY OF HARVEY**

**AND**

**HARVEY FIREMEN 'S ASSOCIATION  
I.A.F.F. LOCAL 471**

**May 1, 2022 to April 30, 2026**

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## **PREAMBLE**

*This Agreement is entered into by the City of Harvey, Cook County, Illinois, hereinafter referred to as the Employer/City and the Harvey Firemen's Association, I.A.F.F. Local 471, hereinafter referred to as the Association.*

## **ARTICLE I** **RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining agent for all classified and civilian employees of the Fire Department excepting those employees having the rank of Chief, Deputy Chief and/or Assistant Chief, and no more than two (2) secretaries, who shall be confidential employees. The Association and employees recognize that the City of Harvey is the primary employer of the employees covered herein, and employees shall not intentionally interfere with their duties to their primary employer.

## **ARTICLE II** **ASSOCIATION SECURITY**

### **Section A. Payroll Deductions.**

The Employer agrees in accordance with 50 ILCS 125/2 to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Association. This authorization may be revoked at any time by written request to the Director of Human Resources at least 15 days in advance of payroll.

### **Section B. Indemnification.**

The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, fees, including legal fees, that may arise as a result of a suit or claim made by any employee who is required to pay union dues or assessments as provided in this Article, or by any former employee who was discharged, upon demand by the Association, for failing to pay such dues or assessments.

## **ARTICLE III** **ASSOCIATION BUSINESS**

### **Section A. Time Off.**

Employees elected or appointed to Association office shall be granted time to perform their Association functions, including attendance at conventions, conferences, and seminars, without loss of pay. Up to four (4) members of the negotiating team, or other Association Special Committees, shall be allowed time off for all meetings which shall be mutually set by the Employer and the Association.

### **Section B. Union Meetings.**

The City agrees that the Union may use a room designated by the Chief at Station I for monthly Union meetings after 7:00 p.m., provided that such use shall not interfere with or disrupt the operations of the Department. Bargaining unit employees from Stations 2, 3 and 4 shall be permitted to attend such meeting provided that such attendance does not interfere with or disrupt the operations of the Department.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

#### **Section A. Reserved and Retained Rights.**

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Illinois and of the United States, the City Charter, the Civil Service Commission Rules and Regulations, and any modifications made thereto and any resolutions passed by City-elected officials except as expressly limited by this Agreement. The Employer retains the sole right and authority to operate and direct the affairs of the City of Harvey Fire Department in all its various aspects, except as expressly limited by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers and by cities in the State of Illinois, except such as are expressly limited by this Agreement, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right: to determine its mission and set standards of service offered to the public; to plan, direct and determine the operations or services to be conducted in or at the City of Harvey Fire Department or by the employees of the Employer; to assign and transfer employees; to hire employees; to suspend, discipline or discharge for just cause, or relieve employees from duty for legitimate reasons, as provided in Article IX relative to reduction in force; and to make and enforce reasonable rules and regulations not inconsistent with this Agreement.

#### **Section B. Exercise of Rights.**

The Employer may fully exercise its management rights to the extent such rights are not expressly modified by this Agreement but shall not exercise its rights in a manner that is unreasonable, arbitrary or capricious. Failing to exercise a right shall not be deemed to prevent the Employer from exercising that right in the future. Subject to the Maintenance of Conditions provision set forth in this Agreement, exercising a right in a particular manner shall not prevent the Employer from exercising that right in a different manner in the future.

## **ARTICLE V**

### **DISCRIMINATION**

The Employer and the Association agree not to discriminate against any employee for his or her activity on behalf of, or membership in, or the lack of membership in, the Association. The Employer and the Association agree that there will be no discrimination against any employee because of race, age, religion, creed, sex, national origin, legal disability, or other protected class as defined by state or federal law. In addition, all employees are expected to treat all City employees and officials, as well as the public with dignity and respect.

The Association further agrees not to take any action based on the status of an employee as a member or non-member of the Association which would result in an unreasonable interference with an employee's performance. However, nothing contained herein shall grant the Employer any right to investigate, interfere or in any way concern itself with internal matters of the Association.

## **ARTICLE VI**

### **MAINTENANCE OF CONDITIONS**

All established past practices regarding rights and or working conditions enjoyed by the Employees which are not specifically covered by this Agreement or by rules and regulations shall remain in effect for the duration of this Agreement. Notwithstanding the foregoing, the Employer is not required to maintain a practice if the circumstances or conditions under which the practice had developed have changed to the

extent that it no longer would be reasonable to continue the practice. The Employer shall consult with the Associations designee prior to implementing any change in any past practice pursuant to this paragraph.

**ARTICLE VII**  
**RULES AND REGULATIONS**

The terms of this Agreement take precedence over rules and regulations promulgated by the Employer. Rules and regulations shall be equitably administered and shall not be administered or created in an arbitrary or capricious manner. Whenever possible under the circumstances, changes in the current Rules and Regulations shall be distributed to all fire stations at least two (2) weeks prior to implementation. At the Association's request, the Employer shall meet with the Association prior to the date of implementation for the purpose of attempting to reach a mutually satisfactory solution to any problems that the Association perceives may be caused by the proposed change or changes. However, if no solution is reached that is mutually satisfactory, the Employer may implement such change at the end of the two-week notice period. Employees shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance, and failure to do so may constitute just cause for discipline.

**ARTICLE VIII**  
**WAGES**

**Section A. Effective Dates.**

The salary schedule, which reflects the annual wage increases for all classifications as set forth below is set forth in Appendix "B."

Effective	Increase
May 1, 2021 – May 1, 2022	(2.0%) retroactive on all hours worked
May 1, 2022-2018	(2.50%) retroactive on all hours worked
May 1, 2023-2019	(2.5%)
May 1, 2024	(2.5%)
May 1, 2025	(2.5%)

May 1, 2020 \$500.00 off scale  
May 1, 2021 Wage/vacation reopener – parties shall commence to bargain over this wage/vacation (see XII.C) reopener beginning April 1, 2021.

~~Not \$5000 off scale as shown above shall be paid in 2021. If the City fails to pay retroactive pay, the City shall be required to file a lawsuit in circuit court to enforce payment of the same, the City agrees to pay the Union 50% of its legal fees for the attorney fees and costs associated with filing a complaint in circuit court, if the Court enters a judgment for the Union.~~

~~The Salary Schedule is Attachment "B" the execution of this Agreement. \*\*EEB to check with City to discuss timing of payment of retro for 2021 will be paid by the City by June 1, 2023. Retroactive pay for 2022 and 2023, prior to the execution of the contract, will be paid by the City by December 1, 2023. If retroactive payments are not timely made by the City in accordance with this Agreement and the Union is required to file a lawsuit in circuit court to enforce payment of the same, the City agrees to pay the Union 50% of its legal fees for the attorney fees and costs associated with filing a complaint in circuit court, if the Court enters a judgment for the Union.~~

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Base salary under Section A and Longevity under Section B shall be fully retroactive to May 1, 2021 2018 for all members of the bargaining unit still on active payroll on the effective date of this Agreement, provided that any employee who retired on or after May 1, 2018May 1, 2021, but before the effective date of this Agreement, or any employee who received duty disability after May 1, 2021 or is no longer on active payroll for reasons other than discharge shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2018May 1, 2021 and the date of retirement or the date of duty disability. Employees who are paid by the City of Harvey shall be eligible to receive retroactive pay based on the hours worked between May 1, 2018May 1, 2021 and the date of retirement or the date of duty disability.

#### **Section B. Longevity Service Pay.**

The Employer agrees to the following Longevity Service pay, which shall be added to the salary and wages of each employee. Commencing in the 5th, 10th, 15th and 20th years of service the Employer agrees to pay an additional percentage of the employee's annual base salary, according to the following schedule:

5th year	2%
10th year	4%
15th year	6%
20th year	8%

Base salary is defined as salary exclusive of any previous longevity pay. Thus, employees moving into their 20th year of service will receive longevity pay of 8% of base salary, not an increase of 8% of total base salary plus the prior longevity pay.

#### **Section C. Maintenance of Contractual Minimums.**

All conditions stated above shall be maintained during the period of this Agreement. However, nothing contained herein shall restrict the members of this Association from enjoying additional wages, privileges and advantages that may be granted by the Employer.

#### **Section D. Stipends.**

Employees assigned by the Employer to the following positions shall receive the following stipends, which shall be added to the base salary of each employee for as long as the employee holds the position:

Hazmat Coordinator	\$1,000
Photo Coordinator	\$1,000
Arson Investigator	\$1,000
Fire Prevention Officer	\$1,000

### **ARTICLE IX** **WORK FORCE/MANPOWER**

#### **Section A. Work Force Size.**

The City acknowledges that seven (7) full-time firefighters should be on duty within the City of Harvey. On duty means available to fight fires and either in the station or performing normal duties outside the station. For purposes of this provision, full-time firefighters include the Chief, Assistant Chief, Deputy Chief, fire inspectors and other regular firemen whose primary function is as an employee of the Fire Department of the City of Harvey. Full-time firefighters do not include radio operators, paid-on-call and volunteers, but paid-on-call and volunteers may supplement the force and fight fires so long as there are seven (7) other full-time firefighters on duty. In the event a full-time firefighter is absent, he shall be replaced by another full-time firefighter if necessary, to achieve seven (7) firefighters on duty. However, absences of four (4) hours or less need not be filled.

Since December 15, 2015 there have been times when the City did not maintain ten firefighters on duty, and that there is in existence an arbitration award which found the City violated the contract by not maintaining the minimum staffing requirements of the contract that expired on April 30, 2016. There is a current dispute with respect to the amount of back pay as well as to whom the back pay should be awarded. To settle the outstanding issues with respect to all issues which were or could be raised over the staffing of the fire department since December 15, 2015, current or former members of the bargaining unit shall receive a separate retro pay sum of either \$4,583.33 or \$5000, payable in equal installments with the total to be paid on or before December 31, 2020 to the individuals in Attachment "A."

**Section B. Reduction in Force.**

Section A of Article IX shall not be interpreted as requiring the indicated manpower level in the event of a loss of federal revenue sharing or other such significant reduction in the City's expected sources of revenue. Should any such significant reduction occur, prior to any reduction in force below that necessary to maintain seven (7) full-time firefighters on each shift, as described above, the City will notify the Association of the contemplated reduction in force and, at the request of the Association, enter into discussions concerning alternatives to such action. Thereafter, if the City takes any action to reduce the force to which the Association has not agreed, the Association may proceed directly to arbitration over the issue of whether, under the circumstances, the City's course of action was fair, reasonable and equitable in light of action taken with respect to other City departments. The City must investigate alternative budgetary reductions prior to instituting a reduction in force affecting regular firemen and/or other department employees covered by this Agreement.

**ARTICLE X**  
**CALL BACK**

All employees covered by this Agreement who, after having left work-or are called back more than two hours before the start of their regular shift-shall receive pay for a minimum of two hours at the overtime rate provided by this Agreement. All employees who are subject to call back, as provided, shall be notified by telephone, or other electronic means, of said call back.

**ARTICLE XI**  
**HOURS OF DUTY AND OVERTIME**

**Section A. Classified-Service.**

The normal duty day shall consist of twenty-four (24) hours, commencing on 0700 hours and ending the following 0700 hours, followed by forty-eight (48) consecutive hours off duty, and scheduled so classified employees work an average of 104.5 duty days yearly which represents a forty-nine (49) hour work week. The forty-nine (49) hour schedule utilized will be as presently in effect and calculated as follows: Based on 104.5 duty days per year, 104.5 days times 24 hours equaling 2508 hours worked per year, divided by 52 weeks equaling 48.23 hours per week. Actual practice – forty-nine (49) hours per week.

**Section B. Civilian.**

The normal hours of duty for civilian employees of the Fire Department shall be eight (8) hours per day, 5 days a week, for a total of 40 hours per week.

**Section C. Overtime.**

Employees in the classified service shall be paid one and one-half (1-1/2) times their actual hourly rate for all hours actually worked in excess of the number of hours such employee normally is scheduled to work in a week. Employees called in outside their normally scheduled hours for departmental and special projects (Arson Investigation, Fire Prevention and all other mandatory Fire Department business) shall be paid one and one-half (1-1/2) times their hourly rate for all hours worked in excess of their normal weekly schedule. For example, a firefighter on a 49-hour a week average schedule who is called in and works fifty (50) hours in a week in which he was scheduled to work 48 hours will be paid time and one-half his actual hourly rate for the two (2) extra hours he worked in that week. The "actual hourly rate" as referred to herein is computed by dividing annual compensation by 52 weeks and the resulting weekly pay of the number of hours the employee normally is scheduled to work. In the above example, weekly pay would be divided by 49 hours to get the actual hourly rate. Unless specifically provided for in this Agreement, there shall be no pyramiding of hours and employees shall not be paid twice for the same hours worked.

## **ARTICLE XII**

### **SENIORITY**

#### **Section A. Definitions.**

For purposes of this Agreement:

Seniority shall be defined as the number of days, weeks, months and years of service that an employee who is covered by this Agreement has worked for the Employer as an employee of the Fire Department, calculated from the date the employee was hired. If two or more employees were or are hired on the same date, their standing on the eligibility register shall determine their seniority.

Time in grade shall be defined as the number of days, weeks, months and years that the employee has served in a particular rank or position, calculated from the date of appointment to the rank or position held. If two or more employees were or are appointed on the same date, their standing on the eligibility register shall determine their time in grade.

#### **Section B. Overtime.**

A list of time worked overtime or call back shall be kept so as to allow equal disbursement of overtime or call back among the qualified employees.

#### **Section C. Longevity Leave.**

The Employer agrees to award all employees covered by this Agreement "Extra Seniority Days Off" according to the following schedule:

Commencing in the:

11th year	1 day
13th year	2 days
16th year	3 days
19th year	4 days
21st year	5 days

These "Extra Days Off" shall be picked as and taken as part of the Employee's vacation leave. Each "Extra Day Off" shall be granted as one duty day.

Employees hired after May 1, 2020 are not eligible for Longevity Leave.

#### **Section D. Layoff.**

In the event that a reduction in the work force necessitates a layoff of personnel, the layoff shall be accomplished by seniority, with the employee with the least amount of seniority being the first employee to be laid off. No new employees shall be hired until laid-off employees have been given the opportunity to return to work. There shall be no layoffs through 4/30/21 if 5 or more Firefighters retire in accordance with the retirement incentive section of this C.B.A.

#### **Section E. Recall.**

Employees who are laid off shall be placed on a recall list for a maximum period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff. Employees who are eligible for recall shall be given fifteen (15) calendar days' notice thereof by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Chief or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If any employee fails to timely respond to the recall notice, his name shall be removed from the



recall list.

### **ARTICLE XIII**

#### **WORKING OUT OF CLASSIFICATION**

Temporary appointments may be made by the Chief to fill open positions or ranks. When a position or rank is open due to a vacancy as defined in Article XIV, a temporary appointment shall last no longer than the time necessary to select the appropriate name from a valid Civil Service Roster. Temporary appointments to fill other openings expected to last sixty (60) days or more because of the temporary departure of an employee due to reasons such as illness, accident or leave of absence, shall last only until the employee returns to work and is able to fulfill the requirements of his rank or position. Temporary appointments shall be based on the needs of the department, giving due consideration also to a valid Civil Service Roster, skill and ability, training, physical fitness, interest in filling the position and seniority.

Daily vacancies are openings expected to last less than sixty (60) days and shall be filled by assignment. Assignments shall be based upon the needs of the Fire Department and, when the assignment is to a higher rank or position, consideration will be given to employees who are on the Civil Service Roster for the higher rank or position. For example, provided it is consistent with the needs of the Fire Department, the Employer will give preference to an employee on the Lieutenant's Civil Service Roster when making an assignment to fill a daily vacancy in a Lieutenant's position. If no such person is available, the Employer may fill the position with an employee who has the skill, experience, FAE certification, if applicable, and ability to do the job. However, an employee not on the Civil Service Roster for a higher position or rank that he is assigned to fill will be held only to the reasonable standards of performance in that job which are consistent with his experience and training.

Any employee who is temporarily appointed to an acting rank or position which carries a higher rate of pay than the classification of the employee so appointed shall be considered as working out of classification. Compensation for working out of classification as described herein shall be paid by daily stipend. Members eligible to act up as an engineer will receive \$20/day, if 24 hours are worked, or \$0.83 per hour worked as an engineer; members eligible to act up as Lieutenant will receive \$25/day, if 24 hours are worked, or \$1.04 per hour worked as a Lieutenant, and members eligible to act up as Captain will receive \$30/day, if 24 hours are worked, or \$1.25 per hour worked as a Captain.

~~The Employer may not split the 24 hour acting up assignment into less than a 24 hour assignment to avoid the payment of the acting up pay.~~

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~~and if an employee is not on the Civil Service Roster for the position, the employee shall be considered as working out of classification.~~

Employees temporarily appointed to positions outside the bargaining unit shall remain bargaining unit employees for the duration of the temporary appointment.

### **ARTICLE XIV**

#### **VACANCIES-PROMOTIONS**

##### **Section A. General.**

A "vacancy" is created when a determination is made to fill a position or rank vacated by official severance by a member of the Fire Department or to increase the work force and fill a new position. Filling such vacancies shall be done with due diligence, and in accordance with a valid, current Civil Service Roster and the requirements of the Fire Department Promotion Act. Except where expressly modified by the terms of

this Article, the procedures for promotions shall be made in accordance with the provisions of the Fire Department Promotion Act. This Article shall supersede all Rules and Regulations of the City of Harvey Civil Service Commission, all other rules and regulations and all City ordinances.

#### **Section B. Eligibility.**

All promotions shall be made from employees who have completed the following number of years of full-time employment with the City of Harvey as well as the following certificates by the time of the written test date:

For Engineer	3 years Advanced Technician Firefighter FFIII and FAE certificates
For Lieutenant	5 years Must hold the rank of Engineer or be on the active promotional list for Engineer FAE certification. Fire Officer I - Company Fire Officer
For Captain	7 years 2-year Lieutenant Rank Fire Officer II / Advanced Fire Officer Instructor II

#### **Section C. Promotional Process.**

The City will post a notice of intent to test for promotions(s) at least ninety (90) days in advance of the first phase of the promotional process. This notice will include a reading list and schedule for the promotional process. The City shall post seniority and ascertained merit points within fourteen days after the deadline by which employees must declare themselves as candidates for the exam.

#### **Section D Examination Components and Weights.**

The placement of employees on Promotional lists shall be based on the points achieved by each employee on the promotional examination(s) consisting of the following three (3) components weighted as follows:

Written Exam	70%
Seniority	20%
Chief/Designee Points	10%

Candidates must obtain a score of 70% or more on the written examination. Upon attaining at least a score of 70% on the written portion of the examination, seniority and Chief/Designee points can be utilized. ~~Candidates must obtain an overall aggregate score of 70 or more to pass the promotional examination process and be placed on the final eligibility list.~~

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#### **Section E. Written Exam – 100 Points.**

Designated union representative(s) not taking the exam may observe testing and grading. Only employees of a certified testing agency will have access to the exams answer key. There shall be no discussion of right or wrong answers with the testing agency allowed at the testing site. Grading of the exam will be completed on site, with test results available the same day.

#### **Section F. Seniority – 100 Points.**

Five (5) points shall be awarded for each year of full-time service with the Department up to a maximum of 20 years as of the date of the written exam.

**Section G. Administrator/Chief/Designee – 100 Points.**

Points shall consist of an evaluation of the candidate's (1) ability to handle supervisory tasks, (2) job knowledge, (3) fire ground performance, (4) work ethic (station and equipment maintenance), (5) attendance, (6) temperament, (7) acceptance to change, (8) judgment, (9) interpersonal skills and (10) management orientation. The past three years of the candidate's Department Evaluation will assist in the process. Ninety (90) days prior to the test date, the precise points available for each of the foregoing criteria will be posted.

The party awarding the Chief's points must recuse himself/herself when there is a real or perceived conflict of interest or compromise to fairness or objectivity. A candidate for an exam can seek the recusal of the person who will award the points. If recusal is rejected, the rejection shall be accompanied by a written explanation. The decision on recusal is subject to review in accordance with the parties' grievance mechanism contained in Article XXIX of this Agreement.

**Section H. Right to Review.**

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement, or position on a promotion list or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance in accordance with Article XXIX of this Agreement.

**Section I. Maintenance of Promotional Lists.**

Final eligibility lists shall be effective for a period of three (3) years.

**ARTICLE XV**  
**HOLIDAYS**

**Section A. Holidays Observed.**

The following holidays are those observed by the Employer:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Good Friday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

And any other day declared a holiday by Federal, State and Municipal governments. For purposes of this section, the holiday day shift referred to shall be the 24-hour shift beginning at 07:00 on the day of the listed holiday.

**Section B. Holidays as Vacations.**

Members of the classified service shall receive the above holidays as part of their vacation leave. Three (3) holidays shall equal one (1) 24-hour day.

**Section C. Employees on 40-Hour Week Schedule.**

All civilian employees and members of the classified service who work a forty (40) hour week, shall be awarded time off with pay for the above holidays at a rate of eight (8) hours off on or near the date of the holiday.

**Section D. New Employees.**

All new employees shall receive all the holidays listed which remain in the calendar year after their first day of employment.

**Section E. Birthday Leave.**

The Employer and the Association agree that in addition to the listed holidays, each employee shall receive one (1) eight (8) hour leave as a "Birthday Leave", on or near the actual birthday of the employee.

**ARTICLE XVI**  
**VACATIONS**

**Section A. Vacation Schedule.**

The Employer and the Association agree to the following vacation schedule with pay:

YEARS OF SERVICE	VACATION
1 thru 5	2 weeks
6 thru 10	3 weeks
11 thru 15	4 weeks
16 thru 20	5 weeks
After 20	6 weeks

For members of the classified service, 1 week equals 3 duty days, 2 weeks equal 5 duty days, 3 weeks equal 8 duty days, 4 weeks equal 10 duty days, 5 weeks equal 13 duty days, and 6 weeks equal 15 duty days.

For civilian employees and members of the classified service who work a forty (40) hour week, one week shall equal 5 eight-hour days.

**Section B. New Employees.**

Probationary employees shall have their vacations prorated for the remainder of the calendar year during which they were hired and shall receive a full vacation the following calendar year.

**Section C. Minimum Periods of Vacation.**

In so far as practicable, vacations shall be granted to meet the requests of employees, and employees with the greatest seniority shall have the preference of vacation period. Employees will be permitted to split their vacation periods. To ensure the orderly operation of the Fire Department, the number of employees permitted to be on vacation at any one time may be limited. However, the department shall not be more restrictive in scheduling vacations than the current department policy as defined in Number 2 of Section Vacations, of the departmental Policy-Procedure Manual.

**ARTICLE XVII**  
**SICK LEAVE**

**Section A. Eligibility for Sick Leave.**

Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty

sickness or disability shall not be charged to the cumulative sick leave of the employee. Employees shall accumulate sick leave from their first day of employment and shall do so annually so long as they are employed.

**Section B. Classified Service Employees.**

Accumulation for members of the classified service shall be 21 eight-hour days sick leave credited annually, not to exceed 145 eight-hour leave days' total accumulation. Bargaining unit members may exceed the 145 eight-hour leave days' total accumulation in every year which they are mathematically eligible to do so prior to being paid out on unused sick days pursuant to Section E, below. Sick leave in excess of 145 eight-hour days shall be recorded in a separate city record for purposes of payment in accordance with Section E, below.

**Section C. Unpaid Absences.**

After the equivalent of six (6) eight (8) hour days are used by employees during the one-year period, the first eight (8) hours of any one (1) continuous absence shall be unpaid, unless waived by the Chief. If any unpaid absence occurs, the unpaid hours shall not be reflected as an increase of used accumulated sick time.

**Section D. Employees On 40-Hour Week Schedule.**

Civilian employees and members of the classified service who work a 40-hour week shall accumulate 159 eight-hour days sick leave annually, not to exceed 120 days sick leave total accumulation.

**Section E. Unused Sick Days.**

For employee's who have reached their maximum accumulation of sick leave, Annual sick leave days that are not used shall be paid at the rate of \$20 per day premium pay, payable on the first pay period in January of the following calendar year. A statement of accrued sick time for every bargaining unit member shall be provided to bargaining unit members every quarter.

**Section F. Extended Sick Leave.**

Members of the Association will be permitted to receive 85% of their regular pay for one month, as extended sick pay after their regular accumulated sick leave has been exhausted, upon recommendation of the Chief and the approval of the Mayor which recommendation and approval shall not be unreasonably withheld. This shall be accomplished by permitting employees to draw credit against future accumulated sick days in the event they return to work. If a member is unable to return to work that member shall pay back to the employer any monies owed.

**Section G. Retirement.**

(1) Upon retirement or death of an eligible employee, the Employer shall pay such employee for unused accumulated sick leave days, to a maximum of 145 8-hour days, at the per diem rate at which such employee was earning at the time of retirement or death. Any such employee who retires from the service may receive time off with pay in lieu of cash payment equal to 50% of accumulated sick leave and the balance owed to each employee shall be paid in cash, provided that the Chief is given six (6) months notice of such intent. The decision to take time off with pay is irrevocable when the retiring employee is permanently replaced. The benefits in this provision are intended for eligible employees as a bonus upon retirement or death and, in order to induce the Employer to agree to this additional benefit, the Association recognizes and agrees that the benefits provided herein are neither earned nor accrued and shall not be paid on termination of employment other than through retirement or death. An eligible employee as referred to in Section G (1) is an employee who is on the payroll as of the execution date of the 1983-85 Agreement.

(2) Those employees on the payroll after the execution date of the 1983-1985 agreement shall be entitled to sick leave payouts upon retirement or death of up to 145 8-hour days of accumulated sick leave on the basis of 50% to be at the employees' option and 50% at the City's option in accord with Article

XVII Section G (1) of this agreement. However, in the exercise of the City's option, all employees retiring in the same fiscal year shall be treated the same.

The City shall continue the IRS Section 457 Plan.

#### **ARTICLE XVIII** **PREGNANCY LEAVE**

Bargaining unit members who become pregnant shall be entitled to maternity leave on the same basis as employees are entitled to leave for other temporary disabilities. In accordance with the Illinois Human Rights Act, 775 ILCS 5/2-102, the City shall not refuse to temporarily transfer a pregnant female firefighter to a less strenuous or hazardous position for the duration of her pregnancy, if she requests, with the advice of her physician, where that transfer can be reasonably accommodated. All male members are entitled to a twenty-four hour an eight-hour leave upon the birth of a baby to his spouse. The Fire Chief or his designee may, at his discretion, grant additional time off-using available accrued leave-depending upon particular circumstances in individual cases.

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#### **ARTICLE XIX** **DEATH IN FAMILY LEAVE**

In the event of a death in the immediate family of an employee, the employee will be granted one duty day off with pay. Additional time may be used in conjunction with the funeral day but shall be unpaid and without disciplinary action to the employee.

The immediate family will be defined as spouse, children, mother, father, sister and brother, and grandparents and grandchildren of the employee and of the employee's spouse.

The Fire Chief or his designee may, at his discretion, grant additional time off-using available accrued leave-depending upon particular circumstances in individual cases.

#### **ARTICLE XX** **LEAVE OF ABSENCE**

Employees who have worked for the City for at least two (2) years may apply for a leave of absence not exceeding six (6) months duration. The application shall be made at least thirty (30) days in advance of the requested commencement date of the leave, except for emergency or unexpected situations. This application shall state the reason the leave of absence is being requested and the length of time off the employee desires. The Fire Chief or designee will respond to an application for leave of absence promptly under the circumstances and in any event with in ten (10) working days. Leaves of absence shall be without pay or benefits.

No bargaining unit employee may use unpaid leave of absence for the purpose of other employment.

#### **ARTICLE XXI** **CLOTHING ALLOWANCE**

All protective clothing or protective devices required of employees in the performance of their duties shall

be provided by the Employer without cost to the employee. The employee shall request replacement of protective clothing or protective devices in writing and if in fact it is determined that such clothing or devices are in need of replacement, the Employer shall order same in a timely fashion and shall follow up on said order to expedite the receipt of said clothing or devices. Each employee shall receive a uniform allowance of \$375.00 per year payable on May 1 of the calendar year following the date of the original hiring and every May 1 thereafter. All new employees shall receive a first issue of uniform consisting of the following:

- 2 dress pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 dress uniform blouse
- 2 work pants
- 1 uniform jacket
- 1 uniform cap

All badges and insignia and other uniform and/or protective devices required by the department.

#### **ARTICLE XXII** **FAMILY MEDICAL COVERAGE**

In the event the Employer requests a member of the Bargaining Unit to take a physical and/or psychological examination by a physician, the required examination shall be at the Employer's expense. The employee who undergoes such examination on a duty day shall be compensated for his time at his regular pay on the date on which the examination is taken. In the event that the Department requires the Employee to take such examination during off duty hours, the Employee shall be compensated at time and one-half.

The Employer shall provide and pay for medical insurance coverage for the Employees and Employee's dependents at a level not less than the coverage in effect during the current 2020 Insurance Year. The City will pay 100% of the cost of the premiums for employee only coverage. Employees electing dependent coverage shall contribute 21.5 percent of the City's cost for dependent coverage, whether such cost increases or decreases. Upon request, the Employer's cost figures must be substantiated by the insurer, indicating that any increase is due to dependent coverage. The cost to employee for dependent coverage as described above will be equally disbursed over the annual pay periods. The Association shall have an opportunity to provide input regarding any change in coverage that affects such employees.

#### **ARTICLE XXIII** **HEALTH AND SAFETY**

The Employer and this Association agree to cooperate to the fullest extent in the promotion of health and safety. Two (2) employees representing the Association and two (2) employees representing the Employer shall comprise the Health and Safety Committee. The Committee shall meet not less than twice a year and whenever a complaint has been filed concerning equipment that raises a serious issue concerning the health and safety of the employees. If the Committee concludes that a condition exists that could jeopardize the safety and health of the members of the Department, the Committee shall promptly recommend a course of action to the Chief. All such recommendations shall be in writing. The Chief shall independently investigate any complaint and shall take such steps as he deems appropriate in response to said complaint and recommendation within three (3) days following the completion of his investigation. Any medical examinations will be conducted in accordance with NFPA guidelines.

**ARTICLE XXIV**  
**PUBLIC SECURITY**

The Association recognizes that strikes or work stoppages by public employees have been determined to be contrary to Illinois Law and shall not be permitted during the term of this Agreement. The Association agrees that there shall be no strikes, stoppages of work, slowdowns or interruptions of the services performed by the employees covered by this Agreement, during the term of this Agreement. The Employer agrees not to lock-out any employees during the term of this Agreement.

It shall be deemed a violation of this Agreement if the Employer or the Association commits any acts or actions prohibited by this Article, or causes them to occur.

**ARTICLE XXV**  
**DISCIPLINARY ACTION**

**Section A. Just Cause Required.**

Any disciplinary action or measure imposed upon an individual employee covered by this Agreement shall be for just cause and may be processed in accordance with the Grievance and Arbitration Procedure as established in Article XXIX of this Agreement. The Chief or his designee shall have the authority to impose a suspension of any duration or a termination, but only for just cause. To the extent possible under the circumstances, any discipline to an employee shall be accomplished in a manner that shall not subject the employee to unreasonable embarrassment before other employees or the general public.

**Section B. Progressive Discipline.**

Discipline employees for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions shall be for just cause (except in the case of probationary employees, where discipline may be with or without cause). Where the City believes cause exists to institute disciplinary action, the Fire Chief or his designee(s) shall have the option to assess, among others, the following penalties with the ability to impose any level of discipline commensurate with the misconduct:

- Oral reprimand
- Written reprimand
- Suspension without pay
- Dismissal

The penalties assessed by the Fire Chief should be commensurate with the offense. Oral and Written Reprimands assessed by the Fire Chief or his designee(s) may be appealed through the grievance procedure but shall not be subject to arbitration.

**Section C. Election of Grievance Arbitration for Discipline:**

Prior to imposing discipline involving a suspension or termination, the Chief or the Chief's designee will set a meeting with the employee and the Union to advise the employee of the proposed discipline and the factual basis therefore, in writing. Unless expressly refused by the employee, the employee will have Union representation at that meeting. The Union will be notified before any meeting occurs under this Section. After the conclusion of the meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union.



At the Union's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Civil Service Commission, but not both. In order to exercise the arbitration option, the Union and employee must execute an Election, Waiver and Release form ("Election Form" attached as Appendix B). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the Union and employee at the time the Union and employee are formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, and the arbitrator will determine whether the discipline was imposed with just cause, and what the appropriate remedy should be. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his/her rights to have charges presented or to appeal the discipline before the Civil Service Commission in accordance with the Illinois statutes.

#### **ARTICLE XXVI**

##### **NOTIFICATION OF PROPOSED CHANGES IN CIVIL SERVICE LAWS**

In the event the Fire Department seeks a change in any City of Harvey Civil Service Commission rule or regulation, the Fire Department shall give the Association not less than 30 days advance notice prior to submitting said proposed change to the Civil Service Commission. The Association shall be provided with a copy of ANY and ALL future changes in the City of Harvey Civil Service Commission rules and regulations affecting the fire department employees.

#### **ARTICLE XXVII**

##### **EDUCATION PROVISIONS**

###### **Section A. Benefits Provided.**

The Employer agrees to pay the following educational benefits to employees under the terms and conditions described in Section B below:

1. The Employer shall pay all tuition, costs and fees to schools, seminars, programs, etc. which it requires employees to attend as a condition of employment and to provide relief from duty, when necessary, with no loss in pay.
2. Subject to prior approval of Chief and availability of appropriated funds, the Employer shall reimburse an employee full tuition and fees incurred by a firefighter to any accredited schools or seminars, which offer a certificate of accomplishment in the technical aspects of firefighting, or its related subjects. Attendance at said schools for purposes of this reimbursement article shall be subject to prior approval of the Chief or designee.
3. Subject to prior approval of Chief and availability of appropriated funds, the Employer shall reimburse an employee tuition on a sliding scale described below, while attending

any local community college or state supported college or university for the purpose of accumulating credits toward a certificate or associate's degree in firefighting or its related subjects. Attendance at said schools for purposes of this reimbursement article shall be subject to prior approval of the Chief or designee, permission for which shall not be unduly denied.

#### **Section B. Terms and Conditions.**

1. Requests by employees to attend any particular course or seminar or to embark upon a course of study leading to a certification or associate's degree in firefighting or a related subject shall be made to the Training Officer who shall evaluate whether the course, seminar or curriculum is of sufficient value to the Fire Department and/or qualifies as a subject "related" to fire fighting.
2. The employee requesting course, seminar or curriculum approval shall provide all information reasonably required by the Training officer in order to evaluate whether the course, seminar or curriculum is of value to the Department.
3. Reimbursement Scale. The reimbursement referenced in Section A, subsection 3 above shall be as follows;

Class Grade of A	100% reimbursement
Class Grade of B	100% reimbursement
Class Grade of C	50% reimbursement
Class Grade of D or below	No reimbursement
4. Any course that is required for an OSFM Certificate shall be reimbursed on a pass-fail basis.
  - a. Passing grade and OSFM Certificate awarded- 100% reimbursement.
  - b. Non-passing grade and OSFM certificate not awarded- No reimbursement.
5. The Department shall reimburse the employee for the entire cost for books used in an approved course unless:
  - a. The Training Officer determines that the books are of no practical use to the Department;
  - b. The employee does not furnish adequate proof of the cost of the books; or
  - c. The employee elects to keep the books.
6. An employee shall not receive salary or pay for hours spent attending or traveling to and from class when the employee otherwise would be on duty, except when the class is required by the Department or state or federal statute or regulations and requested by the Department, or the employee has effectuated a trade. If class time falls on duty time, the employee must secure a shift trade with a qualified replacement, consistent with existing past practices, except where the class is required by the Department.
7. There is no reimbursement for time or tuition when attending remedial training. For example, an employee who fails his EMT certification shall not have his time or tuition paid for by the Employer in his second attempt to obtain such certification.

#### **ARTICLE XXVIII** **TERMINATION PAY and LIFE INSURANCE**

Should any employee covered by this Agreement terminate his or her employment with the Employer for any reason other than discharge, the employee shall receive all salaries or wages due up to date of termination. All employees who terminate their employment with the Employer shall receive payment at a rate equal to their current wages or salary, for any or all of the vacation or holiday leave due them up to the termination date. Termination pay shall be calculated by multiplying the number of duty days for which the employee is to be paid by the employee's pay per duty day. The City agrees to maintain a fifty thousand (\$50,000) dollar Life Insurance Policy for all full-time members of this Local with the beneficiary to be determined by each Local member. Additionally, the City agrees to continue to provide the same level of Dental, Medical and Hospitalization Insurance to the family of members of a in the line of duty death for at least one year and, thereafter shall provide coverage as may be required according to PSEBA.

## **ARTICLE XXIX**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section A. Grievances.**

A grievance is a difference of opinion between an employee and/or the Association and the Employer with respect to the meaning or application of the terms of this Agreement, or with respect to the application of the Personnel Practices of the City of Harvey, or with respect to the application of the Rules and Regulations of the City of Harvey Fire Department, or with respect to the application of the City of Harvey Civil Service Commission Rules and Regulations in the area of disciplinary action.

Grievances or disputes shall be settled in the following manner:

Step 1: An employee may present a grievance orally to the Chief's designee for resolution. If the grievance is not resolved, the employee, or Association, with or without consent or presence of the aggrieved employee, may present a written and signed grievance to the Chief of the Fire Department for adjustment. The written grievance must be presented within ten (10) business days of the event or events giving rise to the grievance or from the time after the employee or the Association knows or reasonably should have known of such event or events, and shall contain: (i) a statement of facts, (ii) the specific section of the collective bargaining agreement alleged to have been violated, and (iii) the requested remedy. The Chief shall give a written answer to the Association within five business days after receiving the grievance. If the grievance is denied or if no response is given, the Association may proceed to the next Step.

Step 2: In the event the Chief does not respond to the grievance or resolve the grievance satisfactorily to the Association then, within five (5) business days after Step 1 has been completed, the grievance may be submitted in writing to the Mayor. The Mayor shall give a written answer to the Association within five (5) business days after receiving the grievance. If the grievance is denied or if no response is given, the Association may proceed to the next Step.

Step 3: In the event the Mayor does not respond to the grievance or resolve it satisfactorily to the Association then, within five (5) business days after Step 3 has been completed, the grievance may be submitted to arbitration.

#### **Section B. Arbitration.**

In the event arbitration is requested as herein above provided, the parties shall jointly request from the American Arbitration Association or the Federal Mediation and Conciliation Service a panel of seven (7) potential arbitrators who are members of the National Academy of Arbitrators and who maintain their principal residence in Illinois. In the case of interest arbitration, potential arbitrators shall have experience

in interest arbitration. In the event that either party is dissatisfied with the names appearing on such panel, such party may request a second panel from which an arbitrator must be chosen. Arbitrators shall be chosen pursuant to the time limits and rules of the organization providing the list of arbitrators. The arbitration proceedings shall be subject to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the rules of the FMCS.

The arbitrator shall have no authority to add to, subtract from or vary the terms of this Agreement. The arbitrator may elect to have at his disposal any applicable rules and regulations governing employment conditions, including the Harvey Civil Service Commission Rules and Regulations.

The parties recognize that common grievances relating to the same issue, or any grievance that is intertwined with the issue to be arbitrated, should be heard in the same arbitration proceeding before the same arbitrator. However, if the parties disagree that grievances relate to the same issue or are intertwined with the issues to be arbitrated, nothing herein requires that the grievance be presented jointly to the same arbitrator.

The arbitrator may make monetary awards and, except as otherwise provided, his decision shall be final and binding upon the Association, employee and Employer.

The cost of the services of the arbitrator shall be shared equally by the parties. In the event the arbitration hearing is held at a location other than in the municipal building, the cost of said location shall be shared equally. A party desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

#### **Section C. Time Limits.**

Time limits appearing herein may be adjusted by mutual consent in the event unforeseen circumstances occur. "Business days", as used herein, means weekdays, Monday through Friday, not including holidays. If the city fails to respond at any step, the grievance shall be deemed denied.

### **ARTICLE XXX** **SHIFT EXCHANGE**

The Employer agrees that all members of the Association shall have the right to exchange shifts when the change does not substantially interfere with the operation of the Fire Department. Said right of shift exchange shall be with the permission of the Chief of the Fire Department who shall not unreasonably or arbitrarily withhold said permission.

### **ARTICLE XXXI** **EDUCATIONAL DIFFERENTIAL**

In addition to the wage rates established by this Agreement, the Employer shall pay premium pay for successful completion, as described below, of credit hours and degrees offered in Fire Science and Paramedic training at any accredited university, college, junior college or certified paramedic training facility.

The City shall pay a one-time bonus of \$100 to any employee attaining an Associate's Degree in Fire Science, and a one-time bonus of \$200 to any employee attaining a Bachelor's Degree in Fire Science, during the term of this Agreement. Such degrees must be from an accredited university, college or junior college in order to receive said bonus. All courses and degrees must be passed with a minimum of a C or

the equivalent in order to receive compensation under this Article.

## **ARTICLE XXXII**

### **ALCOHOL AND DRUG TESTING**

#### **Section A. General Policy Regarding Drugs and Alcohol.**

The use of illegal drugs and the abuse of alcohol and legal drugs by a City employee presents unacceptable risk to the safety and well-being of other employees and the public, increases the probability of accidents or injuries, and reduces overall productivity to all that are affected by such use or abuse. In addition, there exists a reasonable expectation held by the general public that the employees who serve and protect them obey the law, e.g., be fit and free from the adverse effects of drugs and alcohol, and any such use or abuse would violate said expectation.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees. The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to always perform their job to the best of their abilities.

For these reasons, the manufacture, distribution, dispensation, possession, or use of a controlled substance or alcoholic beverage, or the abuse of legal substances-including over-the-counter medications and readily available chemicals – which may impair or adversely affect an employee's ability to perform the employee's job, is prohibited on all City properties at any time by any employee, and at all times and places wherever any employee is performing employment duties for the City. In addition, all employees are prohibited from entering City property or from being at any place at any time when performing employment duties for the City, while under the influence of alcohol or any controlled substances.

Employees who violate this policy shall be subject to disciplinary action, up to and including dismissal, may be required to satisfactorily participate in a drug abuse assistance or rehabilitation program, or both.

#### **Section B. Definitions.**

"Drugs" or "controlled substances" shall include, but not be limited to, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) or the Cannabis Control Act (720 ILCS 550/1 et seq.); and any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes prescription or over-the-counter medications, illegal drugs, and any look-alike substance, designer drugs or any other substance that may have adverse effects on the perception, judgment, alertness, memory or coordination of the average human body. Drugs shall include any form of cannabis regardless of any Illinois law permitting possession and use of marijuana or cannabis.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body. Where impairment exists or is presumed, incapacity for duty shall be presumed.

"Impairment" due to alcohol shall be presumed when having any level of alcohol concentration in his blood or breath of more than 0.02 grams of alcohol per 100 milliliters of blood or 0.02 grams of alcohol per 210 liters of breath.

"Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test.

If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no disciplinary actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified for presence of drugs.

#### **Section C. Prohibitions.**

In addition to any and all other criminal, civil, or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer. The foregoing prohibition of possession and consumption of alcohol on City property by employees may be waived for off-duty employees attending City functions at which the City has expressly permitted alcohol.
2. Using, selling, purchasing or delivering any illegally possessed controlled substance during the work day or when off duty.
3. Being impaired due to alcohol or other drugs including marijuana during the course of the work day.
4. Failing to report to the Chief or his designee the use of any drug which the employee knows or should know will have an effect on the employee's ability to safely and competently perform his duties.
5. The use of alcohol or any illegal drug within eight hours prior to reporting for work.
6. Being under the influence of any other drug or combination of drugs, to a degree which, in any way, impairs the employee's ability to safely and competently perform his duties.
7. Engaging in the recreational use of cannabis at any time while employed by the City. The Employer is explicitly adopting this zero-tolerance cannabis policy regardless of any State law providing for the recreational use of such substance.

Violations of these prohibitions or the failure to submit and cooperate in testing as provided in this Article is cause for disciplinary action up to and including discharge.

#### **Section D. Administration of Tests**

1. Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. However, it is the responsibility of all employees to be aware of, and adhere to, this policy and rules and procedures contained herein.
2. Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using or is physically or mentally impaired due to being under the influence of alcohol or drugs. Reasonable suspicion will be based upon the following:
  - a. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances. Whenever feasible, the impaired behavior should

- be observed and corroborated by another supervisory member; or
- b. Information provided by an identifiable third party which is independently investigated by the Police Chief or his designee to determine the reliability or validity of the allegation.
3. Accidents/Injuries. When an employee is involved in an on-the-job accident, where significant property damage or personal injury to the employee or others occurs, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required following any on -the-job accident as provided here. For purposes of this Section, "significant property damage" shall mean damage estimated to cost at least \$1,000.00 to repair or replace.
4. Following any accident or incident in which safety precautions were violated or unusually careless acts were performed.
5. As part of a routine urine testing program instituted as a result of prior disciplinary proceedings against the Employee related to the use of controlled substances, alcohol and/or cannabis.
6. Routinely, but only as part of official lottery. The official lottery will be conducted monthly. Each employee of the City of Harvey will be assigned a lottery number. On the date designated by the Mayor's appointed representative, the numbers will be pulled. The employee whose number has been pulled will be ordered to report to Human Resources for proper instructions.
7. Routinely to all job applicants to whom a job offer has been made. D. Arrest or Indictment. When an employee has been arrested or indicted for conduct involving alcohol or drug abuse, illegal drug related activity, or both, on or off duty, the employee shall notify the Fire Chief of that arrest or indictment. The City may require drug/alcohol screening.
8. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.
9. The City may require its probationary employees to submit to testing, as herein provided, as provided by City Rules, and on a random basis at a time and place designated by the City.
10. When a member of this bargaining unit is involved in an incident where a discharge of their firearm occurs, such member shall undergo whatever applicable testing is required-other than drawing blood to determine the presence of alcohol and/or drugs. Any refusal to take the required tests or refusal to fully comply with the testing procedures will be treated as a violation of Department Rules and will subject the employee to discipline up to and including termination.

#### **Section E. Testing 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 and that has been accredited by the National Institute of Drug Abuse (NIDA) or Substance Abuse and Mental Health Services Administration (SAMHSA).
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.
3. Collect a sufficient sample of the same sample of urine or a similarly reliable material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee under Paragraph 6 below.
4. Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in

circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

5. Confirm any sample that tests positive in accordance with NIDA or SAMHSA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the 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 employee tested with an opportunity to have the additional sample tested by a State of Illinois and NIDA or SAMHSA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the City of the desire to do so within 72 hours of receiving notification of positive test results.
7. Require that the laboratory or hospital facility report to the City that a blood or urine sample or similarly reliable material is positive only if both the initial screening and confirmation tests are positive for a particular drug.
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of 0.02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
9. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
10. Ensure that no employee is the subject of any adverse employment action, except emergency temporary reassignment or relief of duty, during the pendency of any testing procedure.
11. When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results unless there is independent reason to remove the employee from duty without pay.

#### **Section F. Positive Test Results.**

Any test resulting in a positive report will be referred to the Chief for complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed or dispensed, has abused a legally prescribed or over-the-counter drug or has reported for duty under the influence of drugs or alcohol, a report of such finding shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided in Section 15.7 concerning rehabilitation.

#### **Section G. Voluntary Request for Assistance and Rehabilitation.**

The City shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to abuse of alcohol or drugs prior to initiation of testing procedures.

Any member who voluntarily admits to their Department Head his/her use of or dependence upon drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions (a) through (d) below. Employees failing to follow these Sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.

The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is



not involved in any drug/alcohol related criminal activity, prior to initiation of an investigation of the member's potential violation of this Article, provided the employee signs a last chance agreement containing the following:

1. The employee agreeing to appropriate treatment as determined by the physician(s) or other professionals involved;
2. The employee discontinuing his use of illegal drugs, abuse of legal drugs, consumption of alcohol, or all three;
3. The employee completing the course of treatment prescribed, including an "after-care" group for a period of at least twelve (12) months; and
4. The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees who do not agree to act in accordance with the foregoing 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 employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee's health insurance benefits.

Any rehabilitation opportunities shall be provided as per the current Employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed their health care benefits allowed shall pay all remaining costs out of pocket.

All requests shall be confidential. While undergoing treatment and evaluation, employees shall be allowed to use sick leave and/or paid or unpaid leave. Such leaves shall not exceed one year.

### **ARTICLE XXXIII** **FITNESS FOR DUTY**

#### **Section A. Fitness Examinations.**

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee be examined by a medical professional selected by the City who is qualified and licensed in the appropriate specialty and/or subspecialty.

All such examinations/tests required by the City shall be at the City's expense; provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense a statement from his/her doctor upon returning from sick leave or disability leave.

Where the City directs an employee to be examined or following an annual medical examination where an employee has been found unfit for duty, the employee shall have the option of being examined at his/her own expense by a medical professional of the employee's own choosing who is qualified and licensed in the appropriate specialty and/or subspecialty. If there is a difference of opinion between the City's medical professional and the employee's medical professional and the City does not accept the opinion of the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the City's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure specified in this agreement.

If it is determined that an employee is not fit for duty based on the foregoing, the City may place the

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employee

on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days) or take other appropriate action. In the event the third medical professional determines that the employee is fit for duty, the employee shall be reimbursed for all sick time, paid benefit days, and/or unpaid days taken, commencing on the date that the employee's medical professional rendered an opinion that the employee was fit for duty.

Nothing herein shall be construed to alter or have any affect on either the statutory rights or the statutory requirements concerning disability pensions.

#### **Section B. Annual Medical Examinations.**

The City will provide at its expense an annual medical exam, which will include mandatory and voluntary tests, administered by licensed medical professional(s) to employees for the purpose of determining the employee's ability to perform the essential duties of a firefighter/lieutenant.

##### **Mandatory Tests**

Blood pressure analysis  
Cardiac risk profile  
Electrocardiogram  
Physical examination  
Pulmonary function testing  
Complete blood count  
Vision screening (near and for)  
Hearing screening  
10 panel drug screening  
Cardiac stress test\*  
Chest x-ray (once every 3 years)  
\*Comprehensive metabolic (diabetes, liver, kidney)

##### **Voluntary Tests**

Urinalysis screening  
Occult blood stool  
Prostatic specific antigen Testicular examination  
Rectal examination  
Heavy metal screening (one time test)  
Tetanus/diphtheria screening  
Chicken pox (VZV) for non-exposed (one time test)  
Hepatitis A (vaccine - series one time)  
Hepatitis B (vaccine - series one time)  
Hepatitis C antibody test  
Body composition  
PAP/Mammogram  
\* as recommended by examining physician

Voluntary tests opted for by individual firefighters or Lieutenants shall be designated 30 days prior to testing for administrative purposes. If the current designated hospital and/or physician is altered or the medical tests need to be modified, the new provider and tests will be selected jointly by the labor representatives and management. Where the medical examinations are required and scheduled outside the employee's normal work time, the employee shall be paid at a rate of 1 ½ the hourly rate for time actually spent. The City will receive a fit-for-duty report from the licensed medical professional(s) administering the tests. The providers administering the tests will hold all detailed medical records and reports of

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employees, with the employee receiving a copy of the complete examination report.

**ARTICLE XXXIV**  
**RETIREE HEALTH INSURANCE INCENTIVE**

This Article shall apply to those bargaining unit members who provide a non-binding notice of intent to retire within 30 days after issuance of the arbitration award dated October 20, 2020 and retirement date must be effective no later than 90 days after issuance of said award. For any member who retires under this article the following shall apply:

~~For calendar year 2021 100% of the premium for any insurance plan the retiree is on at the time of retirement shall be paid solely by the Employer.~~

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~~For calendar year 2022 50% of the premium for any insurance plan the retiree is on at the time of retirement shall be paid by the Employer with the other 50% paid by the retiree.~~

For calendar year 2023 25% of the premium for any insurance plan the retiree is on at the time of retirement shall be paid by the Employer with the other 75% paid by the retiree.

However, nothing precludes the retiree from changing coverage type within the three-year period during open enrollment periods or upon a qualifying event which the carrier allows for changes during other times. For instance, if in calendar year 2021 a member has family coverage but in 2022 does not need family coverage then the retiree may switch from family to single or single + one etc. as needed. However, the City shall not be responsible for any cost associated with an employee's adding more expensive coverage than the coverage in place as of the date of the employee's notice of intent to retire.

Article XXXIV of the CBA will sunset on January 1, 2024 and will be removed from the subsequently negotiated contract between the parties.

**ARTICLE XXXVIV**  
**APPENDICES AND AMENDMENTS**

All appendices and amendments to this Agreement shall be lettered, dated, and signed by the responsible parties, and shall be subject to all provisions of this Agreement.

**ARTICLE XXXVI**  
**SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, not in accordance with applicable statutes or in violation of valid Civil Service rules and regulations, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XXXVII**  
**ENTIRE AGREEMENT**

The parties acknowledge that each side had an opportunity to present their positions during the negotiations and that this document constitutes the complete agreement between the parties. No other matters shall be subject to renegotiations unless mutually agreed upon between the parties, and no amendments or other

agreements shall be effective unless in writing and signed or initialed by both parties. Notwithstanding the foregoing, the Association reserves its right to engage in impact/effects bargaining. Nothing contained herein shall impair or deny existing past practices relative to either party or interfere with maintenance of conditions as provided herein.

#### **ARTICLE XXXVIII** **DURATION OF AGREEMENT**

This Agreement shall run from the date it is made to and including April 30, 2022. It shall automatically renew itself from year to year hereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to April 30, 2022 or any anniversary date thereafter, that it desires to modify or terminate (consistent with continuation of benefits as described herein) this Agreement. Negotiations for the purpose of entering into a new collective bargaining agreement pertaining to substantive language matters shall commence on or before March 1, 2022; negotiations on economic matters, including wages, hours and fringe benefits shall commence on or before April 1, 2022. So long as employees continue to perform their required services, all fringe benefits and pay scales in effect as of April 30, 2022 shall continue in effect after the Agreement's expiration during good faith negotiations until such time as a new contract is executed or for at least fourteen (14) days after negotiations have reached an impasse. The grievance procedure shall continue in effect following a bargaining impasse unless the grievance procedure itself is a subject over which the parties are at impasse. In that event, specific matters may be grieved only by mutual agreement as to the subject matter and procedure. Upon impasse, either party may elect within fourteen (14) days to seek mediation and the other party shall join in mediation in good faith. All fringe benefits and pay scales in effect as of April 30, 2022 shall remain in effect during mediation. The Employer shall not Jock out employees or implement its final offer, and employees shall not strike or otherwise withhold their services, during such time as the parties pursue mediation and/or other impasse resolution procedures pursuant to law. If such impasse resolution procedures fail, the parties may exercise all rights permitted by law.

*[Remainder of page intentionally left blank; signature page to follow]*

**IN WITNESS WHEREOF**, we have hereunto set our authorized signatures and seals this  
Day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF HARVEY**

**I.A.F.F. LOCAL 471 HARVEY FIREMEN'S  
ASSOCIATION**

\_\_\_\_\_

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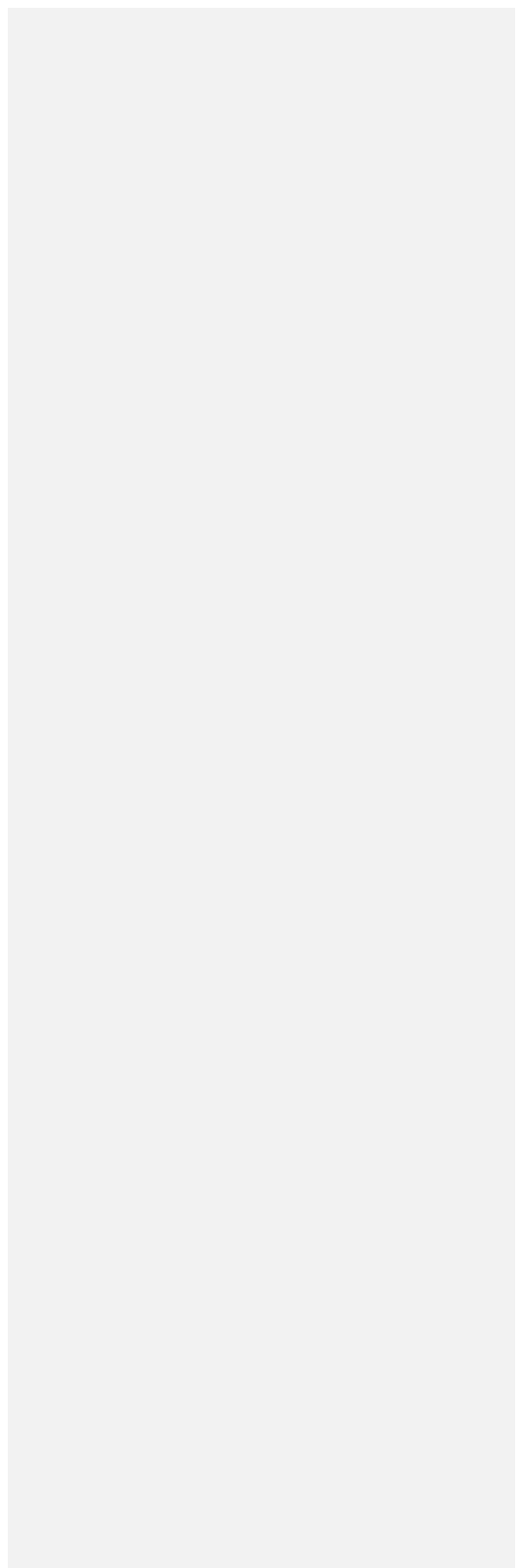
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**EXHIBIT A**



**EXHIBIT B**

