

**CITY OF MORRISON COUNCIL MEETING**  
**Whiteside County Board Room, 400 N. Cherry St., Morrison, IL**

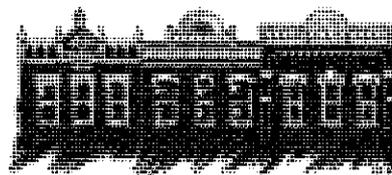
May 12, 2014 ♦ 7 p.m.

**AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC COMMENT
- V. BOARD AND COMMISSION REPORTS
  - 1. Historic Preservation Commission (pg 1-2)
- VI. REPORT OF CITY OFFICERS
- VII. REPORT OF DEPARTMENT HEADS
- VIII. CONSENT AGENDA (FOR ACTION)
  - 1. April 28, 2014 Budget Hearing Minutes (pg 3)
  - 2. April 28, 2014 Regular Session Minutes (pg 4-5)
  - 3. Bills Payable (pg 6-12)
  - 4. April 2014 Treasurer's Report (pg 13)
  - 5. Annual Appointment of Attorney, Treasurer and Members to Board & Commissions (pg 14)
- IX. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)
- X. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
  - 1. Proceed with Preliminary Fee Schedule Changes Pending City Attorney Review (pg 15-20)
  - 2. Illinois FOP Labor Union Contract (pg 21-64)
  - 3. Ordinance #14-10 – Authorizing the Allocation of City Funds for Repayment of Illinois Environmental Protection Agency Revolving Loan Under the Water Pollution Control Loan Program (pg 65-71)
  - 4. Central Business District on National Historic Register
- XI. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
  - 1. Public Hearing – May 27 (Tuesday) 6:30 p.m. – CDAP Grant
  - 2. Review Potential Street Projects
- XII. EXECUTIVE SESSION
  - 1. 5 ILCS 120/2(c)(6) The setting of a price for sale or lease of property owned by the public body
- XIII. NO ACTION FROM EXECUTIVE SESSION
- XIV. ADJOURNMENT

# CITY OF MORRISON

200 West Main Street  
Morrison, Illinois 61270-2400  
Phone: 815-772-7657  
Fax: 815-772-4291  
morrisonil.org



## Historic Preservation Commission

### Meeting Minutes

May 6, 2014 p.m. City Hall

The Historic Preservation Commission met on May 6, 2014 in the Community Room at Odell Library, 307 S Madison Street. Chairman Slavin called the meeting to order at 5:00 p.m. Executive Secretary Barb King recorded the minutes.

Commission Members present were Sharon Moore, Lonnie Rice, Bill Shirk, Tim Slavin and Bob Vaughn.

Other City Officials present were Mayor Pannier, CA Dykhuizen, Alderpersons Wood, Helms and Sullivan.

Chairman Slavin asked for approval of the April 1, 2014 meeting minutes with corrections before the meeting. They were approved by unanimous consent.

### **Public Hearing**

Chairman Tim Slavin then introduced Nick Kalogeresis, the Commission's National Register Consultant with the Lokota Group, who presented the City of Morrison's nomination to the commission members and the public present. Mr. Kalogeresis explained that the National Register is the nation's list of buildings, structures and sites worthy of preservation and is administered on the state level by IHPA. His presentation included what the National Register is about, the process of nomination and the benefits of listing.

Following Mr. Kalogeresis' remarks, Chairman Slavin opened the meeting to public comment and questions. The public commented or questioned on the following topics: tax credits, restrictions for property owners, next steps to take after the nomination, streetscape & working with IDOT, TIFF District, economic development and branding.

Bob Vaughn then made a motion that the Morrison Historic Preservation Commission urge, with utmost resolve, the Morrison City Council to recommend, and the Illinois Historic Preservation Agency and the Illinois Historic Sites Advisory Council to review, approve and forward to the National Park Service, the nomination to list the "Morrison Main Street Historic District" on the National Register of Historic Places for reason that the nomination accurately describes the cohesive array of commercially and architecturally important structures within our community's business district from its birth in 1857 to the last year of significance in 1964. A seconded was received. On a voice vote the motion carried unanimously.

Upon receipt of the MHPC and City Council recommendations, the IHPA will send notice to effected building owners. Then, at its meeting to be held on June 27, 2014, the

Illinois Historic Sites Advisory Council (IHSAC) will consider the nomination for submission to the Department of Interior.

**New Business**

None.

**Unfinished Business**

None.

**Other Considerations**

The next meeting will be on June 3, 2014 at 5:00 p.m.

There being no further commission business, Bill Shirk made a motion to adjourn the meeting and a second was made. A unanimous voice vote caused the meeting to adjourn at 6:13 p.m.

STATE OF ILLINOIS  
COUNTY OF WHITESIDE  
CITY OF MORRISON  
FY 2011-2012 BUDGET HEARING

April 28, 2014

The Fiscal Year 2014-2015 Budget Hearing was held April 28, 2014 at 6:45 p.m. at the Whiteside County Courthouse Board Room, 400 North Cherry Street, Morrison, Illinois.

Mayor Pannier opened the Fiscal Year 2014-2015 Budget Hearing; City Clerk Melanie Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Leo Sullivan, Marti Wood, Dave Helms and Scott Connelly. Alderman Curt Bender was excused.

Other City Officials present were: City Attorney Tim Zollinger, City Administrator Barry Dykhuizen, Director of Public Services Gary Tresenriter; Chief of Police Brian Melton, City Treasurer Evan Haag.

Mayor Pannier welcomed everyone and opened the meeting to public comment. There was no public comment. No written statements were received. Administrator Dykhuizen gave a brief overview of expenses and revenues.

Being no further comment, Mayor Pannier closed the budget hearing at 6:50 p.m.

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Everett Pannier  
Mayor

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Melanie T. Schroeder  
City Clerk

The Morrison City Council met in Regular Session on April 28, 2014 at 7:00 p.m. in the Whiteside County Board Room, 400 North Cherry Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie T. Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Leo Sullivan, Marti Wood, Dave Helms and Scott Connelly. Alderman Curt Bender was excused.

Other City Officials present included City Administrator Barry Dykhuizen, City Attorney Tim Zollinger, City Engineer Noah Carmichael, City Treasurer Evan Haag and Chief of Police Brian Melton.

There was no public comment.

Engineer Carmichael stated the grading and seeding of the Rockwood Trail will begin as weather permits.

Attorney Zollinger stated that there is a Fire Protection Bill pending. The Illinois Municipal League is watching it.

Administrator Dykhuizen stated that RI GROWTH has asked the city to hold off on proceeding with the demolition process for 703/705 West Morris Street.

Director Tresenriter presented his report:

- 1) He stated that Tech Drive will be finished once the asphalt plants are open for the season.
- 2) Significant dates in the timeline for the Waste Water Treatment Plant will be emailed to the council soon. Some of those dates include: 5/12 – specifications to the EPA; 6/12 – advertisement for bids; and 8/11 – Council will be asked to consider the bids contingent upon receiving the low interest EPA loan. Plans and drawings of the plant and lift stations are in his office. Interested council members may stop to view.

Alderman Blean moved to approve the Consent Agenda, which consisted of the following: April 14, 2014 Regular Session Council Minutes; Bills Payable; March 2014 Treasurer's Report; Change order from Fischer Excavating for Tech Drive; and a Request for Parade Permit from The American Legion for the Memorial Day Parade (council waived the requirement for proof of insurance), seconded by Alderman Wood. On a roll call vote of 7 ayes (Blean, Zuidema, Sullivan, Wood, Helms, Connelly, Eizenga) and 0 nays, the motion carried.

Agenda Action Items:

- 1) Alderman Blean adopt Ordinance #14-07 – Fiscal 2015 budget with attached budget, seconded by Alderman Wood. On a roll call vote of 7 ayes (Zuidema, Sullivan, Wood, Helms, Connelly, Eizenga, Blean) and 0 nays, the motion carried.

- 2) Alderman Sullivan moved to adopt Ordinance #14-08 – Amending the Open Burning Ordinance, seconded by Alderman Zuidema. On a roll call vote of 7 ayes (Sullivan, Wood, Helms, Connelly, Eizenga, Blean, Zuidema) and 0 nays, the motion carried. This ordinance adds the omitted Saturday burning clause that was missing from the previously adopted ordinance.
- 3) Alderman Eizenga moved to approve the Teamsters Local 722 Union Contract for the term of May 1, 2014 to April 30, 2017, seconded by Alderman Blean. On a roll call vote of 7 ayes (Wood, Helms, Connelly, Eizenga, Blean, Zuidema, Sullivan) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:

- 1) Mayor Pannier informed the Council on the following important dates and encouraged Council to attend:
  - a. Historic Preservation Commission will hold a Public Hearing on May 6, 2014 at 5 p.m. at the Community Room regarding a presentation on the National Historic Register.
  - b. The County Land Use Committee will meet next Tuesday in Sterling and next Thursday in Morrison.

There was no need to hold an Executive Session, as noted on the agenda.

Being no further business, Alderman Wood moved to adjourn the meeting, seconded by Alderman Helms. On a voice vote, the motion carried.

Mayor Pannier adjourned the meeting at 7:19 p.m.

Approved:

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Everett Pannier, Mayor

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Melanie T. Schroeder, City Clerk

# Memo

**To:** Mayor and Council  
**From:** Melanie Schroeder, City Clerk/Collector  
**Date:** 5/8/2014  
**Re:** Bills Payable

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The Bills Payable lists are in the amount of **\$60,333.44**.

Checks #48632 to #48647 are pre-paid checks.

**Council Members having questions regarding bills should contact  
Mayor Pannier or CA Dykhuizen  
via phone, email or personal visit prior to the meeting.**

CITY OF MORRISON  
 WARRANT NUMBER 051314

FROM CHECK # 48632 TO CHECK # 48692

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48632	THE NATIONAL BANK	LINE OF CREDIT FEE	GENERAL FUND / ADMINISTRATIVE	CHECK TOTAL 500.00
48633	BONNELL INDUSTRIES	MAINT SERV - EQUIPMENT	GENERAL FUND / STREETS	CHECK TOTAL 1,302.88
48634	BARRY DYKHUIZEN	AUTO ALLOWANCE	GENERAL FUND / ADMINISTRATIVE	CHECK TOTAL 100.00
48635	FRONTIER	ACCT. #8157727657 ACCT. #8157727657	GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	CHECK TOTAL 1,080.02 360.01 360.00 1,800.03
48636	GROVE HILL CEMETERY TRUSTEES	PERPETUAL CARE	GROVE HILL PERPETUAL CARE / GENERAL	CHECK TOTAL 1,095.00
48637	METLIFE-GROUP BENEFITS	HEALTH, DENTAL, LIFE INSURANCE HEALTH, DENTAL, LIFE INSURANCE HEALTH, DENTAL, LIFE INSURANCE	GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	CHECK TOTAL 607.88 202.63 202.62 1,013.13
48638	JOHN P SWEARINGEN	UNIFORMS	WATER/SEWER FUND / WATER	CHECK TOTAL 111.52
48639	KENDRA KOPHAMER	MONTHLY CLEANING @ CITY HALL	GENERAL FUND / ADMINISTRATIVE	CHECK TOTAL 275.94
48640	STATE DISBURSEMENT UNIT	OTHER PAYABLES	GENERAL FUND / GENERAL FUND	CHECK TOTAL 942.37
48641	D&K PRODUCTS	MAINT SUPP - FIELDS	GENERAL FUND / PARKS AND REC	CHECK TOTAL 416.21
48642	<i>Employee</i>	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL	CHECK TOTAL 31.50
48643	<i>Employee</i>	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL	CHECK TOTAL 77.52
				CHECK TOTAL 0.00
				CHECK TOTAL 0.00

FROM CHECK # 48632 TO CHECK # 48692

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48646	DAVID C JENNINGS	PARKING LOT	GENERAL FUND / ECONOMIC DEVELOPMENT	3,669.71
			CHECK TOTAL	3,669.71
48647	IL DEPT OF NATURAL RESOURCES	WASTE WATER PLNT/APP FEE	WATER/SEWER FUND / SEWER	5,000.00
			CHECK TOTAL	5,000.00
48658	ALVARADO'S PLUMBING INC.	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,125.00
			CHECK TOTAL	1,125.00
48659	IL POWER MARKETING	ACCT. #0121168018	WATER/SEWER FUND / WATER	159.61
		ACCT. #0258154040	WATER/SEWER FUND / SEWER	46.87
		ACCT. #0303048160	WATER/SEWER FUND / WATER	3,739.00
		ACCT. #1818154023	WATER/SEWER FUND / SEWER	71.37
		ACCT. #2563171006	WATER/SEWER FUND / SEWER	21.91
		ACCT. #2628049072	WATER/SEWER FUND / SEWER	71.27
		ACCT. #3318098068	WATER/SEWER FUND / SEWER	1,056.94
		ACCT. #4263108036	WATER/SEWER FUND / SEWER	33.91
		ACCT. #6228074017	WATER/SEWER FUND / SEWER	40.02
		ACCT. #6693023000	WATER/SEWER FUND / SEWER	372.34
			CHECK TOTAL	5,613.24
48660	BOGOTT PLUMBING, INC.	MAINT SUPP - BLDG	GENERAL FUND / COMMUNITY ROOM	128.35
			CHECK TOTAL	128.35
48661	COM ED	ACCT. #1857130030	MOTOR FUEL TAX / GENERAL	3,054.91
		ACCT. #4833110075	WATER/SEWER FUND / WATER	2.50
		ACCT. #5439152016	MOTOR FUEL TAX / GENERAL	222.65
		ACCT. #2479412007	MOTOR FUEL TAX / GENERAL	31.82
		ACCT. #2563566005	MOTOR FUEL TAX / GENERAL	31.65
			CHECK TOTAL	3,343.53
48662	COMMUNICATION REVOLVING FUND	SOFTWARE/HARDWARE	GENERAL FUND / PUBLIC SAFETY	279.14
			CHECK TOTAL	279.14
48663	DIVISION OF VITAL RECORDS	STATE CC FEES	GENERAL FUND / CITY CLERK	412.00
			CHECK TOTAL	412.00
48664	EJ EQUIPMENT	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / SEWER	405.12
			CHECK TOTAL	405.12

FROM CHECK # 48632 TO CHECK # 48692

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48665	GALL'S	UNIFORMS OPERATING SUPPLIES	GENERAL FUND / PUBLIC SAFETY GENERAL FUND / PUBLIC SAFETY	214.62 412.50 CHECK TOTAL 627.12
48666	GREEN & CLEAN LAWN SERVICES	II MAINT SERV - BLDG MAINT SUPP - FIELDS	GENERAL FUND / COMMUNITY ROOM GENERAL FUND / PARKS AND REC	14.70 1,410.00 1,424.70 CHECK TOTAL
48667	HD SUPPLY WATERWORKS, LTD	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	661.63 CHECK TOTAL 661.63
48668	HARRIS	COMPUTER SYSTEM MAINT&REPAIR COMPUTER SYSTEM MAINT&REPAIR COMPUTER SYSTEM MAINT&REPAIR	GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	5,073.64 1,691.22 1,691.20 8,456.06 CHECK TOTAL
48669	HVP VENDING	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	1,767.44 1,767.44 CHECK TOTAL
48670	ILLINOIS PUBLIC RISK FUND	WORKER'S COMPENSATION WORKER'S COMPENSATION WORKER'S COMPENSATION	GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	4,132.80 1,377.60 1,377.60 6,888.00 CHECK TOTAL
48671	LOGAN CONTRACTORS SUPPLY, INC.	MAINT SUPP - EQUIPMENT	GENERAL FUND / STREETS	255.00 CHECK TOTAL 255.00
48672	MENARDS	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER	23.87 23.87 CHECK TOTAL
48673	MORRISON AUTO SUPPLY, INC.	SMALL TOOLS MAINT SUPP - EQUIPMENT MAINT SUPP - VEHICLE MAINT SUPP - FIELDS MAINT SUPP - EQUIPMENT OPERATING SUPPLIES MAINT SERV - EQUIPMENT	WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER GENERAL FUND / PARKS AND REC GENERAL FUND / CEMETERY GENERAL FUND / STREETS GENERAL FUND / CEMETERY GENERAL FUND / STREETS	12.94 4.07 6.58 13.12 33.11 25.25 7.99 115.28 CHECK TOTAL

FROM CHECK # 48632 TO CHECK # 48692

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48673	MORRISON AUTO SUPPLY, INC.	MAINT SUPP - VEHICLE	GENERAL FUND / STREETS	22.27
				CHECK TOTAL 240.61
48674	MORRISON BLACKTOP, INC.	MAINT SUPP - STREETS	GENERAL FUND / STREETS	115.13
		MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	230.00
		MAINT SUPP - STREETS	GENERAL FUND / STREETS	75.00
		MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,909.42
				CHECK TOTAL 2,329.55
48675	MORRISON TRUE VALUE	ACCT. #27657 CITY HALL	GENERAL FUND / ADMINISTRATIVE	6.99
		ACCT. #276571	GENERAL FUND / STREETS	59.58
		ACCT. #276571	WATER/SEWER FUND / WATER	18.23
		ACCT. #276571	GENERAL FUND / STREETS	31.99
		ACCT. #276572	GENERAL FUND / CEMETERY	14.99
		ACCT. #276572	WATER/SEWER FUND / WATER	27.63
		ACCT. #276572	WATER/SEWER FUND / WATER	4.47
		ACCT. #276572	WATER/SEWER FUND / WATER	31.63
		ACCT. #276573	GENERAL FUND / CEMETERY	2.49
		ACCT. #276573	GENERAL FUND / CEMETERY	22.76
				CHECK TOTAL 220.76
48676	NICOR GAS	ACCT. #27638541113	GENERAL FUND / ADMINISTRATIVE	44.89
		ACCT. #83659320002	GENERAL FUND / CEMETERY	292.21
				CHECK TOTAL 337.10
48677	PREMIER LINEN&UNIFORM RENTAL	MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE	24.00
		OPERATING SUPPLIES	GENERAL FUND / STREETS	24.00
		OPERATING SUPPLIES	GENERAL FUND / CEMETERY	24.00
		OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	24.00
		MAINT SUPP - BLDG	WATER/SEWER FUND / WATER	24.00
		MAINT SUPP - BLDG	WATER/SEWER FUND / SEWER	24.00
				CHECK TOTAL 144.00
48678	PETTY CASH - CITY	POSTAGE	WATER/SEWER FUND / SEWER	19.99
		TRAVEL/TRAINING	GENERAL FUND / PUBLIC SAFETY	37.10
		TRAVEL/TRAINING	GENERAL FUND / ADMINISTRATIVE	7.00
		MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE	8.00
		POSTAGE	WATER/SEWER FUND / WATER	38.04
				CHECK TOTAL 110.13

FROM CHECK # 48632 TO CHECK # 48692

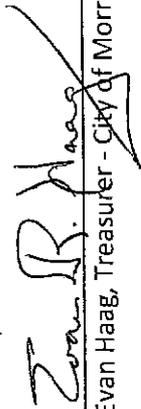
CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48679	PITNEY BOWES	POSTAGE MACHINE RENTAL	GENERAL FUND / ADMINISTRATIVE	17.07
		POSTAGE MACHINE RENTAL	WATER/SEWER FUND / WATER	17.07
		POSTAGE MACHINE RENTAL	WATER/SEWER FUND / SEWER	17.06
		CHECK TOTAL		51.20
48680	PLAINWELL BRASS, INC	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,782.87
		MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	298.05
		CHECK TOTAL		2,080.92
48681	ROCK RIVER LUMBER & GRAIN	MAINT SUPP - GROUNDS	GENERAL FUND / CEMETERY	170.00
		CHECK TOTAL		170.00
48682	S.B.M., INC	COPIER SERVICE	GENERAL FUND / ADMINISTRATIVE	262.59
		OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	465.77
		CHECK TOTAL		728.36
48683	SPENCER'S AUTOMOTIVE	MAINT SERV - EQUIPMENT	WATER/SEWER FUND / WATER	80.00
		MAINT SERV - VEHICLE	GENERAL FUND / STREETS	513.29
		CHECK TOTAL		593.29
48684	HAPPY JOES	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	290.00
		CHECK TOTAL		290.00
48685	BREEDLOVE'S SPRING GOODS, INC	MAINT SUPP - BLDG	GENERAL FUND / PARKS AND REC	541.00
		CHECK TOTAL		541.00
48686	THE WEB MONSTERS	WEBSITE SUPPORT	GENERAL FUND / ADMINISTRATIVE	50.00
		CHECK TOTAL		50.00
48687	USA BLUEBOOK	OPERATING SUPPLIES	WATER/SEWER FUND / WATER	596.08
		CHECK TOTAL		596.08
48688	VIKING CHEMICAL COMPANY	CHEMICALS	WATER/SEWER FUND / WATER	1,445.35
		CHECK TOTAL		1,445.35
48689	WILLIAM & MARY COMPUTER CENTER	COMPUTER SYSTEM MAINT&REPAIR	GENERAL FUND / ADMINISTRATIVE	105.00
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / WATER	35.00
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / SEWER	35.00
		CHECK TOTAL		175.00



City of Morrison, Whiteside County, Illinois  
Treasurer's General Transaction Report

April 2014		General Ledger Account Number	Beginning Cash Balance	DEBITS	CREDITS	Transfers	Ending Cash Balance
	General Fund	01001110	0.00	55,382.80	55,382.80	0.00	0.00
	General Fund	01001150	-144,199.12	316,164.39	115,790.59	22,787.51	33,387.17
	Fire Protection	12001150	0.00	0.00	0.00	0.00	0.00
	MFT	15001150	310,266.87	6,716.18	3,585.63	0.00	313,397.42
	IMRF	16001150	167,344.30	30.02	7,787.32	0.00	159,587.00
	FICA	17001150	88,589.25	7.95	4,067.58	0.00	84,529.62
	Odell Library	18001111	-2,583.39	7,746.89	5,012.25	0.00	151.25
	DARE	20001150	1,406.64	0.12	91.25	0.00	1,315.51
	Police Vehicle	24001150	18,852.38	60.00	832.00	0.00	18,080.38
	PW Vehicle Replacement	26001150	10,000.00	0.00	0.00	0.00	10,000.00
	RLF	35001150	172,708.20	4,453.04	0.00	0.00	177,161.24
	Memorial Park	37001150	1,577.53	0.14	0.00	0.00	1,577.67
	Parks & Rec	42001150	0.00	0.00	0.00	0.00	0.00
	IEPA	44001150	276,360.05	0.00	239.65	0.00	276,120.40
	Series 2010A	45001150	78,137.12	8,760.75	928.00	0.00	85,969.87
	Series 2008 GO Bonds	46001150	-18,704.35	37,401.68	0.00	0.00	18,697.33
	Water	51801150	170,609.93	57,362.88	53,028.60	4,146.64	174,944.21
	Sewer	51811150	180,460.01	69,790.74	43,669.61	4,146.63	206,581.14
	W/WW Vehicle Replacement	52001150	30,029.39	2.76	0.00	0.00	30,032.15
	W/WW/PW Building	53001150	100,103.29	9.19	0.00	0.00	100,112.48
	Grove Hill	74001150	13,399.91	0.00	1,096.25	0.00	12,303.66
	Self Ins Deduct	77001150	-5,247.67	6,524.20	1,276.53	0.00	0.00
			<b>1,449,110.34</b>				<b>1,703,948.50</b>

This report is a true and accurate statement of the above accounts

  
Evan Haag, Treasurer - City of Morrison

MAYORAL APPOINTMENTS  
MAY 2014

	<u>Name</u>	<u>New Term Expires</u>
<b>City Attorney</b>	Ward, Murray, Pace, Johnson – Tim Zollinger	2015
<b>City Treasurer</b>	Evan Haag	2015
<b>Library Board</b>	Sarah Dalati	2017
	Jan Horberg	2017
	Nancy Rikken	2017
<b>Historic Preservation Commission</b>	Tim Slavin	2017
	Sharon Moore	2017
<b>Planning/Zoning Commission</b>	Cheryl Bush	2019

# CITY OF MORRISON

200 West Main Street  
Morrison, Illinois 61270-2400  
Phone: 815-772-7657  
Fax: 815-772-4291  
morrisonil.org



**Barry Dykhuizen**  
City Administrator

May 5, 2014

Here is the first round of potential code changes. We'll do a "motion to proceed" with a chunk of these at a time before sending a list to Tim for an actual Ordinance change.

#### Fee Committee Recommendations:

- Chapter 4 (4-84) – recommendation is to DELETE altogether
- Chapter 6 – recommendation to DELETE per month bowling fee
- Chapter 8 – recommendation to DELETE daily animal care fee of \$15
- Chapter 32 – recommendation to DELETE; the code prohibits new mobile home parks and we have no existing parks to regulate
- Chapter 38 – recommendation to DECREASE Community Room deposit from \$35 to \$25; rental from \$50 to \$40; kitchen from \$75 to \$55
- Chapter 44 – (44-78) DELETE \$10 sign maintenance fee
- Chapter 56 – ELIMINATE option for inspection by city staff
- Increase Deposit for Utility Service from \$75 to \$100 to account for increased cost
- Lower Building/Fence Permit fee from \$5 per \$1000 of construction to \$2 per \$1000 of construction.
- Add Demolition Fee of \$50 – (need ordinance creating fee); currently we have \$5 fee but it is not in Code Book
- DELETE Code section requiring payment of parking tickets within 48 hours. (the parking tickets say 30 day deadline)

Barry Dykhuizen  
City Administrator

Morrison, Illinois, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 20 - FEES, PENALTIES, BOND AND OTHER CHARGES >> ARTICLE II. FEE SCHEDULE >>

ARTICLE II. FEE SCHEDULE

Sec. 20-19. Specific fees.

Secs. 20-20—20-39. Reserved.

**Sec. 20-19. Specific fees.**

Section	Description	Amount
<i>Chapter 2—Administration</i>		
2-248	License issuance, if fee is not otherwise fixed herein	\$10.00
	Permit issuance if fee is not otherwise fixed herein—each	\$10.00
	Certifying consent of council to transfer of license	\$10.00
	Copies of records not required for public use—per page	\$2.00
	Certificates of authentication under seal of records	\$10.00
	Official certificates, with or without seal, when not required for public use	\$10.00
	Administering and attesting any oath other than for the city—each	\$5.00
<i>Chapter 4—Alcoholic Beverages</i>		
4-80	Class A	\$750.00
	Class A-1	\$375.00
	Class B	\$750.00
	Class B-1	\$500.00
	Class B-2—as percentage of fee for primary license	50%
	Class C	\$1,500.00
	Class D	\$750.00
	Class D-1	\$550.00
	Class E	\$750.00
	Class F	\$750.00
	Class F-1	\$375.00
	Class G	\$750.00
	Class G-1	\$375.00
	Class G-2	\$75.00
4-83	Beverage tasting—per event	\$100.00
4-84	Special liquor license—each	\$100.00
<i>Chapter 6—Amusements and Entertainment</i>		
	License fees:	
	First class	
	Per year	\$35.00
	Per week or period or less than one week	\$5.00
	Second class	
	Per year	\$85.00
	Per week or period or less than one week	\$5.00
	Third class	
	Per year	\$150.00
	Per month	\$10.00
	> Per week	\$5.00

	Fourth class--per day	\$35.00
	Fifth class--per day	\$25.00
	Sixth class--per day	\$5.00
	Seventh class	
	Per week	\$35.00
	Per day	\$5.00
	Eighth class	
	Per year	\$35.00
	Per month	\$15.00
	Per week	\$12.00
	Ninth class	
	Per month	\$25.00
	Per week	\$12.00
	Per day	\$12.00
	Tenth class--per day	\$10.00
	Eleventh class: Bowling Alley	
	Per year per alley	\$25.00
	Per month per alley	\$25.00
	Twelfth class	
	Per week	\$450.00
	Per day	\$100.00
	Thirteenth class--per day	\$12.00
6-72	Mechanical amusement device licenses--annually per amusement device or automatic musical instrument	\$35.00
6-105	Billiard, bagatelle, pool or pigeonhole table--annually per table	\$25.00
6-130	Street fairs and carnivals--per day	\$25.00
6-161	Raffles--each	\$25.00
<i>Chapter 8--Animals</i>		
8-160	Impound fees for all animals except dogs:	
	Impoundment fee	\$75.00
	Daily animal care fee	\$15.00
8-219	Impound fees for dogs:	
	Impoundment fee	\$75.00
	Daily animal care fee	\$15.00
<i>Chapter 10--Buildings and Building Regulations</i>		
10-84	Plumbing permit--each	\$25.00
10-223	Certificate of compliance--each	\$10.00
10-222	Building permits--each \$35 plus \$5 per \$1,000 of estimated cost	
10-224	Certificate of change of use--each	\$15.00
10-348	Inspections--each	\$35.00
10-393	General certificate of occupancy--each	\$35.00
10-393	Temporary certificate of occupancy--each	\$25.00
10-393	Existing building certificate of occupancy--each	\$35.00
10-395	Certificate of completion--each	\$25.00
10-478	Building moving permit--each	\$35.00
<i>Chapter 12--Business Regulation</i>		
12-24	Administrative fee for license issuance	
	License fees:	
	Business License	
<i>Chapter 14--Cemeteries</i>		
14-51	Grove Hill Cemetery burial lots--each:	
	Residents	\$325.00
	Nonresidents	\$500.00
14-53	Burial lot deed issuance and recordation	\$50.00
14-83	Burial fees--residents:	

	Children age three and under	\$150.00
	Persons age four and over	\$350.00
	Weekend burials—all ages	\$700.00
	Holiday burials—all ages	\$900.00
	Burial of cremated remains—all ages	\$125.00
	Burial fees—nonresidents:	
	Children age three and under	\$200.00
	Persons age four and over	\$450.00
	Weekend burials—all ages	\$850.00
	Holiday burials—all ages	\$1,200.00
	Burial of cremated remains—all ages	\$250.00
14-84	Maintenance fee—as percentage of burial lot price	15%
14-86	Disinterment permit	\$35.00
<i>Chapter 22—Fire Prevention and Protection</i>		
22-98	Flammable storage	
	Clerk's administrative fee for permit issuance	\$10.00
	Permit fee	\$35.00
22-133	Fireworks display	
	Clerk's administrative fee for permit issuance	\$10.00
	Permit fee	\$250.00
<i>Chapter 26—Historic Preservation</i>		
26-30	Application for designation as landmark or historic district—each	\$25.00
26-56	Applications for demolition or moving a building or landmark within a historic district	\$500.00
<i>Chapter 32—Manufactured and Mobile Homes</i>		
32-33	Application fees—nonrefundable—per each acre, including roadways or fractions thereof:	
	Permit to construct mobile home park	\$1,500.00
	License to establish or operate mobile home park	\$500.00
32-34	Permit to alter mobile home park	\$250.00
32-35	Annual mobile home park license	\$500.00
	Annual inspection fee—per occupied mobile home space	\$35.00
<i>Chapter 38—Parks, Recreation and Cultural Affairs</i>		
38-78	Deposit to reserve use of community room	\$35.00
38-79	Community room user fees—per day	
	Community room only	\$50.00
	Community room and kitchen facilities	\$75.00
<i>Chapter 40—Peddlers and Solicitors per person</i>		
40-21	Peddlers:	
	Administrative fee	\$10.00
	License fee:	
	For one day	\$20.00
	For one week	\$40.00
	For one month	\$150.00
40-24	Transient merchants:	
	Administrative fee	\$10.00
	License fee:	
	For one day	\$25.00
	For one week	\$50.00
40-56	Solicitors:	
	Administrative fee	\$10.00
	Solicitor license fee:	
	For one day	\$30.00
	For one week	\$75.00
40-57	Manager license fee:	
	For one day	\$30.00
	For one week	\$75.00

<i>Chapter 42—Secondhand Goods</i>		
42-46	Pawnbroker license—annually	\$25.00
<i>Chapter 44—Signs</i>		
44-78	Sign maintenance fee—annually	\$10.00
44-130	Sign permit—each	\$35.00
<i>Chapter 46—Solid Waste</i>		
46	Lost or damaged recycling container—each	\$15.00
46-104	Garbage collection—monthly	\$11.10
	Annual increase \$.50 May 1, 2012, 2013, 2014, 2015, 2016	
46-105	Late payment penalty—as percentage of total amount due	10%
46-132	Trash hauler's license fee—annually	\$100.00
<i>Chapter 48—Streets, Sidewalks and Other Public Places</i>		
48-50	Excavation permits—each	\$25.00
	Excavation permits—cash security deposit	\$250.00
<i>Chapter 54—Traffic and Vehicles</i>		
54-349	Special permits to exceed street weight limitations—each	\$100.00
<i>Chapter 56—Utilities</i>		
56-81	Permit for laying service pipe	\$35.00
	Customer requested disconnection of meter service	\$35.00
	Customer requested reconnection of meter service	\$35.00
	Customer request for water service inspection	\$35.00
56-112	Reconnection fee when water is disconnected due to contamination	\$250.00
56-170	Building sewer connection permit and inspection fees:	
	Residential	\$100.00
	Commercial	\$150.00
	Industrial	\$250.00
56-224	Private sewer construction permit and inspection fees:	
	Residential	\$100.00
	Commercial	\$150.00
	Industrial	\$250.00
56-295	Penalty for late payment—as percentage of total amount of delinquent utility bill	10%
56-299	Disconnection fee for water shut-off for failure to pay utility bill	\$50.00
56-300	Reconnection of water after disconnection for failure to pay utility bill	\$50.00
56-331	Deposit for water service:	
	Residential	\$75.00
	Commercial	\$150.00
	Industrial	\$250.00
56-332	Water service tap-on fee	
	Residential	\$350.00
	Commercial	\$500.00
	Industrial	\$650.00
56-333	Water service charges:	
	Base minimum charge—monthly 1,000 gal included	\$8.68
	Per 1,000 gallons used, in addition to base charge:	\$6.35
	Rates subject to increase per Ordinance 09-07	
56-365	Wastewater service charges	
	Basic minimum charge—monthly 1,000 gal included	\$10.14
	Additional for each 1,000 gallons	\$5.61
	Rates subject to increase per Ordinance 09-07	
<i>Chapter 60—Vehicles for Hire</i>		
60-45	Taxicab business license—annually	
	First motor vehicle	\$50.00
	Second and third motor vehicles—each	\$35.00
	Each motor vehicles over three	\$25.00
60-67	Taxi driver license	

	Investigation fee—each	\$10.00
	License fee—annually	\$35.00
60-70	Replacement identification cards—each	\$10.00
60-103	Maximum taxicab fare rates	
	First 1.5 miles	\$5.00
	Each ½ mile over the first 1.5 miles	\$0.75
	Each additional passenger simultaneously transported	\$2.00
<i>Chapter 62—Zoning</i>		
62-5	Filing fee to be retained from application fee for zoning amendments, use permits, certificates of compliance, rezonings, special use permits, variances, and appeals to planning and zoning board	\$35.00
62-35	Home Business Occupation permit—each annually	\$50.00
62-99	Development permit—each	\$75.00
62-100	Use permit—each	\$75.00
62-103	Inspection fee—each	\$35.00
62-292	Fence permit—each \$35.00 plus \$5.00 per \$1,000.00 of estimated improvement	
62-360	Special use permit—each	\$250.00
62-379	Planned unit development permit—each	\$250.00
62-424	Application for zoning amendments—each	\$250.00

(Ord. No. 12-05, § 2, 3-26-2012)

**Secs. 20-20—20-39. Reserved.**

# ILLINOIS FOP LABOR COUNCIL

---

and

## CITY OF MORRISON POLICE OFFICERS

May 1, 2014 – April 30, 2017

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911



## TABLE OF CONTENTS

<b>ARTICLE 1: STATEMENT OF PURPOSE</b> .....	<b>1</b>
SECTION 1.1. STATEMENT OF PURPOSE. ....	1
<b>ARTICLE 2: NON-DISCRIMINATION</b> .....	<b>1</b>
SECTION 2.1. PROHIBITION AGAINST DISCRIMINATION.....	1
SECTION 2.2. UNION MEMBERSHIP OR ACTIVITY. ....	2
SECTION 2.3. AMERICANS WITH DISABILITIES ACT. ....	2
<b>ARTICLE 3: UNION RIGHTS</b> .....	<b>2</b>
SECTION 3.1. DUES DEDUCTION. ....	2
SECTION 3.2. FAIR SHARE. ....	2
SECTION 3.3. OFFICER STATUS.....	3
SECTION 3.4. INDEMNIFICATION. ....	4
<b>ARTICLE 4: MANAGEMENT RIGHTS</b> .....	<b>4</b>
SECTION 4.1. MANAGEMENT RIGHTS. ....	4
<b>ARTICLE 5: GRIEVANCE PROCEDURE</b> .....	<b>5</b>
SECTION 5.1. DEFINITION. ....	5
SECTION 5.2. PROCEDURE. ....	5
SECTION 5.3. ARBITRATION.....	6
SECTION 5.4. ARBITRATOR’S AUTHORITY. ....	6
SECTION 5.5. TIME LIMITS.....	7
SECTION 5.6. DECISION AND FEE.....	8
SECTION 5.7. METHOD OF DETERMINATION.....	8
SECTION 5.8. MISCELLANEOUS.....	8
<b>ARTICLE 6: NO STRIKES</b> .....	<b>8</b>
SECTION 6.1. NO STRIKE COMMITMENT. ....	8
SECTION 6.2. PERFORMANCE OF DUTY. ....	9
SECTION 6.3. RESUMPTION OF OPERATIONS. ....	9
SECTION 6.4. DISCIPLINE OF STRIKERS. ....	9
<b>ARTICLE 7: SICK LEAVE</b> .....	<b>9</b>
SECTION 7.1. ACCRUED SICK LEAVE. ....	9
SECTION 7.2. REQUEST FOR SICK LEAVE.....	10
SECTION 7.3. SICK LEAVE BUYBACK.....	10
SECTION 7.4. SICK LEAVE ABUSE.....	10
<b>ARTICLE 8: OTHER LEAVES</b> .....	<b>11</b>
SECTION 8.1. JURY DUTY. ....	11
SECTION 8.2. FUNERAL LEAVE. ....	11
SECTION 8.3. FMLA LEAVE. ....	11
SECTION 8.4. MILITARY LEAVE.....	11
SECTION 8.5. UNPAID LEAVES.....	12
SECTION 8.6. INSURANCE COVERAGE DURING UNPAID LEAVES.....	12
SECTION 8.7. REQUEST FOR LEAVE.....	12
<b>ARTICLE 9: VACATIONS</b> .....	<b>12</b>
SECTION 9.1. ELIGIBILITY AND AMOUNT.....	12
SECTION 9.2. VACATION PAY. ....	13
SECTION 9.3. SCHEDULING. ....	13

SECTION 9.4. VACATION PAY UPON TERMINATION.....	13
SECTION 9.5. CITY EMERGENCY.....	13
<b>ARTICLE 10: PERSONAL TIME.....</b>	<b>13</b>
SECTION 10.1. PERSONAL TIME.....	13
<b>ARTICLE 11: INSURANCE.....</b>	<b>14</b>
SECTION 11.1. COVERAGE.....	14
SECTION 11.2. CITY INSURANCE BENEFIT RECIPROCITY.....	14
SECTION 11.3. LIFE INSURANCE.....	14
SECTION 11.4. ACCIDENTAL DEATH AND DISMEMBERMENT.....	15
SECTION 11.5. VISION.....	15
SECTION 11.6. LIABILITY LIMITATIONS.....	15
SECTION 11.7. CHANGES IN OFFICER COST FOR HEALTH INSURANCE.....	15
SECTION 11.8. FUNERAL EXPENSES.....	16
SECTION 11.9. RETIREMENT INSURANCE PREMIUM COST SHARING.....	16
<b>ARTICLE 12: LABOR-MANAGEMENT COMMITTEE.....</b>	<b>17</b>
SECTION 12.1. LABOR-MANAGEMENT COMMITTEE.....	17
<b>ARTICLE 13: MISCELLANEOUS PROVISIONS.....</b>	<b>17</b>
SECTION 13.1. RATIFICATION AND AMENDMENT.....	17
SECTION 13.2. GENDER.....	17
SECTION 13.3. PRECEDENCE OF AGREEMENT.....	18
SECTION 13.4. RESIDENCY REQUIREMENT.....	18
SECTION 13.5. DISCIPLINE.....	18
SECTION 13.6. DRUG AND ALCOHOL TESTING.....	19
SECTION 13.7. FITNESS FOR DUTY.....	20
SECTION 13.8. SEPARATION FROM EMPLOYMENT.....	20
SECTION 13.9. PERSONNEL FILES.....	20
SECTION 13.10. RIGHT TO REPRESENTATION.....	21
SECTION 13.11. UNIFORM PEACE OFFICERS' DISCIPLINARY ACT.....	21
<b>ARTICLE 14: SAVINGS CLAUSE.....</b>	<b>21</b>
SECTION 14.1. SAVINGS CLAUSE.....	21
<b>ARTICLE 15: ENTIRE AGREEMENT.....</b>	<b>21</b>
SECTION 15.1. ENTIRE AGREEMENT.....	21
<b>ARTICLE 16: RECOGNITION.....</b>	<b>22</b>
SECTION 16.1. RECOGNITION.....	22
<b>ARTICLE 17: SENIORITY.....</b>	<b>22</b>
SECTION 17.1. DEFINITION OF SENIORITY.....	22
SECTION 17.2. PROBATIONARY PERIOD.....	23
SECTION 17.3. LAYOFFS.....	23
SECTION 17.4. RECALLS.....	23
SECTION 17.5. EFFECTS OF LAYOFF.....	24
SECTION 17.6. TERMINATION OF SENIORITY.....	24
SECTION 17.7. SENIORITY OF PERSONS TRANSFERRED OUT OF AND BACK TO THE BARGAINING UNIT.....	25
SECTION 17.8. SENIORITY LIST.....	25
<b>ARTICLE 18: HOURS OF WORK AND OVERTIME.....</b>	<b>25</b>
SECTION 18.1. APPLICATION OF ARTICLE.....	25
SECTION 18.2. NORMAL WORKDAY AND WORK PERIOD.....	25

SECTION 18.3. LUNCH PERIOD AND BREAKS. ....	26
SECTION 18.4. SHIFT ROTATION. ....	26
SECTION 18.5. CHANGES IN NORMAL WORKDAY OR NORMAL WORK PERIOD.....	26
SECTION 18.6. OVERTIME PAY. ....	26
SECTION 18.7. AUTHORIZATION AND DISTRIBUTION OF OVERTIME OPPORTUNITIES. ....	27
SECTION 18.8. COURT AND CALL-IN PAY.....	27
SECTION 18.9. NO PYRAMIDING. ....	27
<b>ARTICLE 19: HOLIDAYS .....</b>	<b>28</b>
SECTION 19.1. HOLIDAY PAY. ....	28
<b>ARTICLE 20: SALARIES AND OTHER ECONOMIC BENEFITS .....</b>	<b>28</b>
SECTION 20.1. SALARIES. ....	28
SECTION 20.2. LATERAL TRANSFERS.....	28
SECTION 20.3. UNIFORMS AND EQUIPMENT.....	29
SECTION 20.4. TUITION REIMBURSEMENT. ....	29
SECTION 20.5. HEALTH AND WELLNESS INCENTIVE.....	29
SECTION 20.6. PAYROLL ERRORS AND CORRECTIONS.....	29
<b>ARTICLE 21: TERM OF AGREEMENT .....</b>	<b>31</b>
<b>APPENDIX A: WAGE SCHEDULE .....</b>	<b>32</b>
<b>APPENDIX B: GRIEVANCE FORM.....</b>	<b>33</b>
<b>APPENDIX C: AGREEMENT TO EXTEND TIME LIMITS .....</b>	<b>35</b>
<b>APPENDIX D: TRAINING REIMBURSEMENT AGREEMENT .....</b>	<b>36</b>
<b>APPENDIX E: DUES DEDUCTION FORM .....</b>	<b>37</b>
<b>APPENDIX F: SERGEANT PROMOTIONAL PROCEDURE.....</b>	<b>38</b>

This Agreement is made and entered into by and between the CITY OF MORRISON, ILLINOIS (hereinafter referred to as “City” or “Employer”) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as “Union” or “Council”).

## **ARTICLE 1: STATEMENT OF PURPOSE**

Section 1.1. Statement of Purpose. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City and Council, representing bargaining unit full-time sworn officers (hereinafter referred to as “officer(s)”), and to make clear the basic terms upon which such relationship depends. It is the intent and purpose of this Agreement to maintain and increase individual productivity and quality of service, to maintain the highest standards of personal integrity and conduct at all times, to prevent interruptions of work or the interference with the efficient operation of the Morrison Police Department, to provide procedures for the prompt and peaceful adjustment of grievances as provided herein, and to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for officers covered by this Agreement.

## **ARTICLE 2: NON-DISCRIMINATION**

~~Section 2.1. Prohibition against Discrimination. Both the City and the Union agree that, in accordance with applicable federal and state law, there shall be no discrimination by either the City or the Union against officers because of race, color, creed, religion, national origin, sex, age, marital status or disability. Similarly, in accordance with applicable federal and state law, neither the City nor the Union shall engage in harassment in the work place. Any dispute concerning the interpretation and application of this paragraph may be processed up to and including Step 2 of the grievance procedure set forth in Article 5 of this Agreement, but no such~~

~~dispute may be submitted to arbitration unless both the City and Union mutually agree in writing to submit such dispute to arbitration.~~

~~Section 2.2. Union Membership or Activity. Neither the City nor the Union shall interfere with the right of officers covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such officers because of lawful Union membership or non-membership, or participation or nonparticipation in lawful Union activities.~~

~~Section 2.3. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take actions in order to be in compliance with the requirements of the Americans with Disabilities Act ("ADA"). If the City takes any action to be in compliance with the ADA that conflicts with or violates any of the express provisions of this Agreement, the City will, if requested by the Union, meet with the Union to discuss the matter.~~

### **ARTICLE 3: UNION RIGHTS**

Section 3.1. Dues Deduction. During the term of this Agreement, upon receipt of a proper written authorization from an officer, the City shall deduct each month Council dues in the uniform set amount certified by the Treasurer of the Council from the pay of all officers covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Council within thirty (30) days after the deductions have been made. Such deductions will be terminated upon an officer's written request.

Section 3.2. Fair Share. During the term of this Agreement, officers who are not members of the Council shall, commencing thirty (30) days after their date of hire or thirty (30) days after the ratification of this Agreement by both parties, whichever is later, pay a fair share

fee to the Council for collective bargaining and contract administration services rendered by the Council as the exclusive representative of the officers covered by this Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Council. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Council in the same manner as dues are deducted for Council members.

The Council agrees to comply with applicable law with respect to the constitutional rights of fair share fee payers as well as all applicable provisions of the Illinois Public Labor Relations Act and the rules and regulations promulgated there under relating to fair share fees. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Council with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the officer and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Officer Status. The Council shall periodically submit to the City a list of the officers covered by this Agreement who are not members of the Council. The City shall provide the Union with an updated list of officers, including their names and addresses when an officer terminates their employment or a new officer is hired.

Section 3.4. Indemnification. The Council hereby indemnifies and agrees to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Section 4.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its officers, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ officers; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of officers; to schedule and assign work, to transfer and reassign officers; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote officers; to determine whether work and/or services are to be provided by officers covered by this Agreement (including which officers) or by other officers or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary officers for just cause (probationary officers without cause); to change or eliminate existing equipment or facilities and

to introduce new equipment or facilities; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to relieve or lay off officers. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, the City Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

#### **ARTICLE 5: GRIEVANCE PROCEDURE**

Section 5.1. Definition. A "Grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an officer or the Union against the City involving an alleged violation or misapplication or an express provision of this Agreement.

Section 5.2. Procedure. An officer may request the presence of a Union Steward at any Step of the grievance procedure set forth herein. The parties acknowledge that it is usually most desirable for an officer and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Any officer or the Union representative who has a grievance shall submit the grievance in writing to the officer's immediate supervisor (i.e., the Police Chief). The grievance shall contain a full statement of all relevant facts, the provisions or provisions of this Agreement which are alleged to have been violated, and the relief requested (see Appendix B). To be timely, the grievance must be presented no later than five (5) business days after the act, event or commencement of the condition which is the basis of the grievance or five (5) business days after the officer, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the

grievance. The immediate supervisor shall respond to the grievance in writing within five (5) business days.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the City Administrator or designee within seven (7) business days after a decision was rendered by the immediate supervisor in Step 1. The City Administrator or designee shall make such investigation of the facts and circumstances as the City Administrator or designee deems necessary, and may meet with the officer and/or the Union representative. The City Administrator or designee will give a written answer to the grievance within fourteen (14) business days after the date of the meeting, or if there is no meeting, within fourteen (14) business days after the date the grievance was received by the City Administrator or designee.

Section 5.3. Arbitration. A grievance not settled in Step 2 may be appealed by the Union to arbitration by serving on the City by certified mail, not later than fifteen (15) business days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree within fifteen (15) business days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Iowa. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The parties agree that the first strike will be decided by the choice of the winner of a coin toss. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Section 5.4. Arbitrator's Authority. The arbitrator shall consider and decide only the question of fact raised by the grievance, as originally submitted in writing at Step 1, as to whether there has been a violation, misinterpretation or misapplication of the express provisions

of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, ignore, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article 4 or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision of the arbitrator rendered within the limitations of this Section shall be binding upon the Union, the officer and the City.

Section 5.5. Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved officer, or the Union, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved officer or the Union does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Union and the City. The term "business day" shall mean any day that the City's Municipal Building is open for public business.

Section 5.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article 5, shall be binding on all parties to the grievance, including the City, the Union and the aggrieved officer. The fee and expenses of the arbitrator shall be borne equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the City is without authority to act and that the filing and pendency of any grievance shall not preclude the City from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 5.8. Miscellaneous. No member of the bargaining unit shall have any authority to respond on behalf of the City to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

## **ARTICLE 6: NO STRIKES**

Section 6.1. No Strike Commitment. During the term of this Agreement neither the Union or any Union official or officer covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, sympathy strike, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies, work to the rule situation, mass absenteeism, refusal to cross a picket line, or any other concerted

interference with the full, faithful and proper performance of the duties of officers or the operations of the City.

Section 6.2. Performance of Duty. It is recognized the officers covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes that may arise within the City. The Union agrees that no disciplinary action or other action will be taken by the Union against any officer or officers covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 6.3. Resumption of Operations. In the event of action or conduct prohibited by Section 6.1 above, the Union immediately shall disavow such action or conduct and shall request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

Section 6.4. Discipline of Strikers. Any or all officers who violate the provisions of Section 6.1 above shall be subject to immediate discharge. Any action taken by the City against any officer who violates Section 6.1 above shall not be considered a violation of this Agreement and shall not be subject to review except for the factual issue of whether or not the officer, in fact, participated in an action or conduct prohibited by Section 6.1 above.

## **ARTICLE 7: SICK LEAVE**

Section 7.1. Accrued Sick Leave. All officers shall be eligible to accrue paid sick leave at the rate of eight (8) hours for each full month of actual work up to a maximum of four hundred eighty (480) hours. Paid sick leave is not a right to be used at the officer's discretion but rather is a privilege to be used in cases of an officer's illness or injury or in cases of illness or injury of an officer's immediate family that requires the adult care of the officer in a situation where such

a care would not otherwise be available. Use of sick leave for less than a full day shall be charged in increments of an hour, rounded to the nearest hour.

Section 7.2. Request for Sick Leave. Officers requesting sick leave must notify his/her supervisor as soon as possible but at least one hour prior to the start of his/her scheduled shift. An officer's failure to inform his/her supervisor of each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Officers will comply with reasonable reporting rules as may be established by the City.

An officer shall be required to present satisfactory proof of illness for absences in excess of three (3) consecutive work days. In addition, an officer may be required by the City to substantiate proof of illness when there is reason to suspect sick leave abuse, a pattern of sick leave usage or repeated or excessive absenteeism.

Section 7.3. Sick Leave Buyback. An officer who accumulates 480 hours of sick leave shall receive annually, based on the officer's anniversary date, additional compensation at the rate of one (1) hour of pay for each two (2) hours of unused sick leave for any unused sick leave hours exceeding 480 hours.

Section 7.4. Sick Leave Abuse. For the purposes of this Article, "sick leave abuse" is the utilization of sick leave for reasons other than those stated in Section 7.1 above. It is specifically agreed that the City retains the right to audit, monitor, and/or investigate sick leave usage and, if an officer is suspected of abuse, to take corrective action, including such actions as discussing the matter with the officer, instituting sick leave verification calls, and/or, where appropriate, taking disciplinary action, including dismissal.

## ARTICLE 8: OTHER LEAVES

Section 8.1. Jury Duty. Any officer who serves on a court jury or appears in response to a subpoena as a witness in a court trial related to the officer's duties in which the officer is not a party or has no personal interest, when he/she otherwise would have been scheduled to work, shall be paid for the regular straight-time hours he/she would have worked but for such service. The officer shall remit to the City any fees which he receives for such service (excluding reimbursement for travel and lodging), as well as submit a pay voucher from the Clerk of Court or other appropriate official stating the amount of compensation received for such service.

Section 8.2. Funeral Leave. An officer may be granted a funeral leave of up to three (3) consecutive working days without loss of pay in case of death of a member of the officer's family (i.e., officer's spouse, child, father, mother, brother, sister, grandparents, and in-laws) for the purpose of attending the funeral. In the event of the death of an officer's spouse, child or parent, the officer may request that the Chief of Police approve up to an additional two (2) days, provided that any such request shall not unreasonably be denied; if granted, such additional day(s) shall be deducted from an officer's accumulated but unused paid leave (i.e., sick leave, personal convenience days, vacation or compensatory time).

Section 8.3. FMLA Leave. The City agrees to abide by the provisions of the Family Medical Leave Act of 1993, as amended from time to time, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the City may take any steps needed to implement and comply with the Act and the rules and regulations issued there under.

Section 8.4. Military Leave. Military leaves will be granted in accordance with applicable laws, as they may be modified from time to time.

Section 8.5. Unpaid Leaves. In addition to leaves of absence specified in this Agreement, the City may also in its sole discretion grant an officer an unpaid leave of absence under such terms and conditions as the City may specify in each case.

Section 8.6. Insurance Coverage during Unpaid Leaves. If the City, at its sole discretion, grants an officer an unpaid leave, said officer shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 8.7. Request for Leave. Officers requesting any earned leave provided for in Articles 8-10 (Other Leaves, Vacation and Personal Time) and to include Compensatory Time provided for in Section 18.6 (Overtime Pay) must notify his/her supervisor as soon as possible but at least twenty-four (24) hours prior to the actual requested leave time. The twenty-four (24) hour rule shall be waived in the event of an emergency or exigent circumstance beyond the officer's control.

## **ARTICLE 9: VACATIONS**

Section 9.1. Eligibility and Amount. Vacation time for officers shall be earned based on the following schedule:

<b>Length of Continuous Active Service</b>	<b>Hours Earned</b>
After completion of one (1) full year of employment	Eighty-Four (84) hours
After completion of five (5) full years of employment	One Hundred Thirty-Two (132) hours
After completion of fifteen (15) full years of employment	One Hundred Sixty-Eight (168) hours

Vacation time shall be earned and credited based on the officer's anniversary date of employment. An officer may carry over forty-eight (48) hours of vacation from one vacation

season to the next vacation season; any unused vacation time exceeding forty-eight (48) hours at the end of the vacation season will be lost.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the officer's regular straight-time rate of pay in effect on the payday immediately preceding the officer's vacation.

Section 9.3. Scheduling. On or before March 1 of each calendar year, the Chief of Police (or his/her designee) shall develop and post an approved vacation schedule. Vacation time is to be taken in minimum segments of one (1) day in length, unless the Chief of Police (or his/her designee) approves a lesser segment due to an emergency or extenuating circumstances. It is expressly understood that the final right to designate vacation periods and the maximum number of officer(s) who may be on vacation at any time is exclusively reserved by the Chief of Police (or his/her designee) in order to insure the orderly performance of the services provided by the City. Officers must take at least one block of seven (7) consecutive days off each calendar year.

Section 9.4. Vacation Pay upon Termination. Upon termination of employment, officers shall be paid for any accrued but unused vacation time that remains at time of termination.

Section 9.5. City Emergency. In the case of an emergency, such as but not limited to a riot, civil disaster, presidential visit, extreme illness and the like, the Chief of Police (or his/her designee) may cancel and reschedule any or all approved vacation time in advance of it being taken, and/or recall any officer from vacation in progress.

## **ARTICLE 10:           PERSONAL TIME**

Section 10.1. Personal Time. All officers are entitled to Thirty-Six hours of personal time per fiscal year, which shall be noncumulative; they may not be carried over from one fiscal year to the next fiscal year unless there are extenuating circumstances that prevented the officer

from using the personal time during the fiscal year. The scheduling of personal time shall be at the mutual convenience of the officer and the City.

**ARTICLE 11:      INSURANCE**

Section 11.1. Coverage. The City agrees to provide medical insurance and life insurance for officers as set forth herein. Notwithstanding the foregoing, the City retains the right to change insurance carriers or to self-insure for the provision of life insurance or medical benefits, and the City further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other City employees.

Section 11.2. City Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy city-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the City makes any changes, modifications, or improvements with respect to any of the City's life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to substantially all other City employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the City and the employee/officer) shall likewise be applicable to the officers covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other full-time City officers.

Section 11.3. Life Insurance. Life insurance in the amount of twenty thousand dollars (\$20,000) shall be provided at City expense to all officers. The City retains the right to change insurance carriers or to self-insure this benefit, provided the amount of coverage remains the same.

Section 11.4. Accidental Death and Dismemberment. All officers covered by this Agreement shall be covered by the City's accidental death dismemberment policy on the same terms and conditions as the City's unrepresented officers as they may be in effect from time to time.

Section 11.5. Vision. An officer may opt to be reimbursed for eye care on either an annual or biannual basis. If the officer opts to be reimbursed, the City shall, upon receipt of a paid invoice, reimburse officers up to two hundred fifty dollars (\$250) for the officer's eye care, including eye examinations and/or eyeglasses/contacts. The maximum amount that an officer can be reimbursed in any two-year period for eye care is two hundred fifty dollars (\$250).

Section 11.6. Liability Limitations. The failure of any provider(s) to provide any benefit for which the City has contracted, through a self-insured plan or under a group policy(ies) issued by an insurance company or other provider shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. The extent of coverage under any insurance plans or policies referred to in this Agreement shall be governed by the terms and conditions set forth in those policies and any questions or disputes concerning such insurance plans or policies, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in said plans and policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 11.7. Changes in Officer Cost for Health Insurance. If during the term of this Agreement there is going to be an increase in the officer's cost for the hospitalization and medical insurance, the City will provide the Union with written notice of the increase and will, if requested by the Union, meet to discuss the matter.

Section 11.8. Funeral Expenses. The City will pay ten thousand dollars (\$10,000) for the funeral and burial expenses of any officer killed in the line of duty as soon as possible but within ten (10) business days of the officer's death. Such funeral expenses will be payable to the officer's beneficiary, as designated within his/her retirement plan offered by the City (Illinois Municipal Retirement Fund), to cover such costs.

Section 11.9 Retirement Insurance Premium Cost Sharing. The City shall pay up to One-Third (1/3) of the insurance premium for the retired officer so long as each of the following conditions are met:

- Twenty (20) full and consecutive years of service for the City of Morrison.
- Retire from the City in good standing.
- Retired officer must be at least Fifty-Five (55) years of age.
- Retired officer must be younger than Sixty-Five (65) years of age.
- Retired officer shall not be receiving Medicare benefits.
- Portioned cost of insurance premium for single coverage of the retired officer only.
- Retired officer must be enrolled in the City's insurance program.

**ARTICLE 12:            LABOR-MANAGEMENT COMMITTEE**

Section 12.1. Labor-Management Committee. At the request of either party, the Chief Union Representative and the Chief of Police or their designees may meet quarterly to discuss matters of mutual concern that do not involve negotiations. The Chief Union Representative may invite bargaining unit members (not to exceed two) to attend such meetings. The Chief of Police may invite other City representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Officers scheduled to work will notify the Chief of Police prior to their attendance at a meeting and if such attendance is approved, the officer will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**ARTICLE 13:            MISCELLANEOUS PROVISIONS**

Section 13.1. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Union and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 13.2. Gender. Unless the context clearly requires otherwise, wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 13.3. Precedence of Agreement. The terms of this Agreement shall take precedence and control over the City's Personnel Policy Manual or any other City ordinance or policy with respect to any subject or matter covered in this Agreement.

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Section 13.4. Residency Requirement. All officers in the Morrison Police Department covered by this Agreement, are required to reside within fifteen (15) air miles of the Police Department.

Section 13.5. Discipline. The City agrees that it will not discipline or discharge non-probationary officers without just cause. Disciplinary measures shall normally include only the following: oral reprimand, written reprimand, suspension, and discharge. Serious misconduct which would warrant termination for the first offense (i.e., gross insubordination, stealing, or possession or use of alcohol/controlled substances on City premises) does not require prior disciplinary action.

Prior to imposing discipline other than an oral or written reprimand, the City shall give the officer an opportunity to respond to the facts on which the City is considering the imposition of such disciplinary action. At any such meeting, the officer has the right to request that a Union representative attend such meeting.

If the City determines that the circumstances warrant it, an officer may be suspended with or without pay pending an investigation of circumstances that might result in disciplinary action. If it is ultimately determined that there is no cause for disciplinary action, the officer shall be reinstated with full back pay.

The City will provide the officer notice of any written reprimand or suspension placed in the officer's personnel file.

Probationary officers may be disciplined or discharged at the sole discretion of the City and without recourse to the grievance and arbitration procedure set forth in this Agreement.

The provisions of this Section shall be effective for discipline imposed after this Agreement has been ratified by both parties.

Section 13.6. Drug and Alcohol Testing. Officers may be tested for drug or alcohol use/abuse in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol use/abuse;
2. As part of regularly scheduled physical examinations;
3. Following any vehicular accident occurring on duty or on a special detail; or
4. When an officer has been involved in a major incident (i.e., shooting, on-duty injury, etc.) or when there may be a suspicion of excessive force by an officer.

The City shall use only properly qualified clinical laboratories for such testing. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. A portion of the tested sample shall be retained by the laboratory so that the officer may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a properly qualified clinical laboratory of the officer's choosing and at the officer's expense.

Possession of alcohol, the consumption of alcohol, or being under the influence of alcohol while on duty shall be cause for discipline, possibly including termination. The City, in its sole discretion, may impose discipline of less than termination if an officer signs a return to work agreement satisfactory to the City. A second incidence within a seven (7) year period shall result in termination. Use of illegal drugs or abuse of prescribed drugs at any time while employed by the City shall result in termination.

Section 13.7. Fitness for Duty. If there is any question concerning an officer's fitness for duty, fitness to return to duty following a layoff, or fitness to return to duty following a leave of absence, the City may require, at its expense, that the officer have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City. The City may require an officer to conform to the recommendations as a condition of continued employment. The foregoing requirement shall be in addition to any requirement that an officer provides at the officer's expense a statement from his doctor upon returning from sick leave or disability leave. If it is determined that an officer is not fit for duty, the officer may be placed on sick leave or unpaid leave of absence if the officer has exhausted all of his sick leave, vacation time, personal time and compensatory time.

Section 13.8. Separation from Employment.

- (a) Resignation. All officers must submit a written resignation to the Chief of Police (or his/her designee) at least fourteen (14) days prior to their date of resignation. Officers submitting fourteen (14) days voluntary notice and are in good standing are entitled to any and all accrued benefits that are specified in this Agreement or in City policies at the time of resignation.
- (b) Retirement. Retiring officers must submit written notice to the Chief of Police (or his/her designee) at least thirty (30) days prior to the effective date of their retirement. Retiring officers submitting thirty (30) days notice and are in good standing are entitled to any and all accrued benefits that are specified in this Agreement or in City policies at the time of their retirement.
- (c) Return of City Property and Equipment. Prior to receiving his/her final check, an officer must return all City property and equipment to the Chief of Police (or his/her designee).
- (d) Upon an officer announcing their intent to retire, the City shall provide them with documentation listing any and all accrued benefits which will be provided to the officer at the time of their retirement.

Section 13.9. Personnel Files. The City agrees to comply with the provisions of the Personnel Record Review Act (820 ILCS 40), as it may from time to time be amended.

Section 13.10. Right to Representation. An officer is entitled, upon request, to Union representation during questioning that the officer reasonably believes may lead to disciplinary action. Any dispute concerning the interpretation and application of this Section may be processed up to and including Step 2 of the grievance procedure set forth in Article 5 of this Agreement, but no such dispute may be submitted to arbitration unless both the City and Union mutually agree in writing to submit such dispute to arbitration.

Section 13.11. Uniform Peace Officers' Disciplinary Act. If the City undertakes a formal investigation of alleged misconduct of an officer, such investigation shall be conducted in accordance with the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1) if said investigation could result in the removal, discharge or suspension of the officer in excess of three (3) days.

**ARTICLE 14: SAVINGS CLAUSE**

Section 14.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to begin immediate negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 15: ENTIRE AGREEMENT**

Section 15.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 16:       RECOGNITION**

Section 16.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn officers employed by the City, including the position of Sergeant (herein referred to as "officer(s)"), but excluding the Police Chief, any officers excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, all other supervisory, managerial, confidential and short term officers as defined by the Act, and all other officers of the Department and City.

**ARTICLE 17:       SENIORITY**

Section 17.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (excluding Military leaves). If there is a tie in seniority between two or more such officers (i.e., two or more officers have the same length of continuous service), the date on the application for employment shall control as the tie-breaker.

Section 17.2. Probationary Period. All newly hired officers shall serve a probationary period of twelve (12) months from the first day of their employment as a Police Officer or twelve months from the time of their successful completion of state required basic training, whichever is later. During an officer's probationary period the officer may be suspended, laid off, or discharged at the sole discretion of the City. Upon successful completion of said twelve (12) month probationary period in a position covered by this Agreement, an officer shall acquire seniority, which shall be retroactive to his/her last date of hire with the City in a position covered by this Agreement.

Section 17.3. Layoffs. If the City decides a layoff is necessary, officers shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. Probationary officers shall be laid off first, then full-time officers.

Section 17.4. Recalls. Non-probationary officers who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If the City has any vacancies in a classification covered by this Agreement, the positions thereby becoming available shall be tendered to officers with recall rights in reverse order of layoff from said classification, provided the officers are fully qualified to perform the work without further training or education. Notification of recall shall be by certified mail to the officer's last known address as shown on the City's records. The recall notice shall state the time and date on which the officer is to report back to work. It shall be the responsibility of the officer to keep his/her address current by providing the Chief of Police (or his/her designee) with the necessary information. If the officer does not respond to such notification of recall by notifying the City of the decision to accept or decline the position within seven (7) calendar days, and/or actually report for duty within

fourteen (14) days of the receipt of the letter by the City to the officer's last known address, the officer's right to recall shall cease.

Section 17.5. Effects of Layoff. In addition to the other applicable provisions of this

Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- A. Any officer who is laid off shall be paid all earned compensation on or before the third business day following his or her last day of employment.
- B. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the officer had at the time of his/her layoff shall be restored.
- C. During the period of time that the officer has recall rights, the officer shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for officer coverage and, if desired, for family coverage.
- D. While the seniority of an officer who is laid off shall not be terminated if the officer is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the lay off.

Section 17.6. Termination of Seniority. Seniority and the employment relationship shall

be terminated for all purposes if the officer:

- (a) Quits; or
- (b) Is discharged for just cause; or
- (c) Retires; or
- (d) Fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the officer is able to justify to the satisfaction of his/her Department head that such absence is due to extenuating circumstances; or
- (e) Is laid off and declines a recall to a full-time position or fails to affirmatively respond within seven (7) calendar days and/or report for duty within fourteen (14) calendar days after receipt of notice of recall; or
- (f) Is laid off for a period of twenty-four (24) months;

- (g) Is absent for three (3) consecutive working days without notifying the Chief of Police (or his/her designee), absent extenuating circumstances satisfactory to the Chief of Police (or his/her designee).

Section 17.7. Seniority of Persons Transferred Out of and Back to the Bargaining Unit.

Officers who are promoted by the City to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the City shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit.

Section 17.8. Seniority List. On or before May 1 of each year the City shall distribute to the Union a seniority list for bargaining unit officers by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any officer believes there is an error in the seniority list, it should be brought to the attention of the Chief of Police within thirty (30) days after the seniority list is distributed. Otherwise, it will be considered binding on the officer and the Union until the following May 1.

**ARTICLE 18:           HOURS OF WORK AND OVERTIME**

Section 18.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year.

Section 18.2. Normal Work Day and Work Period. For officers, other than the power shift, the normal workdays shall be twelve (12) hours and the normal work period (i.e., tour of duty) shall be twenty-eight (28) days consisting of fourteen (14) workdays of twelve (12) hours each. The normal work day for officers assigned to the power shift shall be ten and one-half (10-1/2) hours and the normal work period shall be four (4) consecutive days within a seven (7) day period or a power shift working a twelve (12) hour shift and the normal work period shall be a

two-week rotation of working Wednesday through Friday of one week and Wednesday through Saturday of the other week.

Section 18.3. Lunch Period and Breaks. Officers assigned to 12-hour shifts shall have one 30-minute meal break and three 10-minute rest breaks per shift, to be taken at times approved by the immediate supervisor. Officers assigned to the power shift shall have one 30-minute meal break and two 15-minute rest breaks per shift, to be taken at time approved by the immediate supervisor. During the meal period and rest breaks officers remain subject to call and the fact that officers are not able to take said lunch period or breaks as a result of calls or the assignment of other duties shall not result in the payment of any overtime, compensatory time or additional compensation. While officers remain subject to call during their unpaid meal break, if they are called back to duty, officers will receive equivalent breaks.

Section 18.4. Shift Rotation. During the term of this Agreement, shifts will be rotated in accordance with the policies in effect when this Agreement is signed by both parties.

Section 18.5. Changes in Normal Work Day or Normal Work Period. Should it be necessary in the City's judgment to establish schedules departing from the normal work day or the normal work period, or to change the shift schedule of an officer(s), the City will give, absent emergency circumstances, at least two weeks' advance notice of such change to all officers affected by such change. Officers must be given at least ten (10) hours off between shifts, excluding calls for service, shift carry-over, mandatory court appearances, or when an emergency exists unless the officer agrees to less time off.

Section 18.6. Overtime Pay. An officer shall be paid time and one-half times his/her regular straight-time hourly rate of pay for all hours worked beyond his/her normal shift or in excess of 168 hours in the officer's normal work period of 28 days. Vacations, holidays,

personal time, and jury leave shall be counted in determining whether the officer has worked in excess of 168 hours.

~~During each fiscal year, officers shall have the option of selecting overtime pay or compensatory time for overtime hours worked up to a maximum accumulation of forty-eight (48) hours at any one time. Compensatory time shall not be requested for use prior to being earned. Once Compensatory hours are used an officer may replenish those hours up to the forty-eight (48) hour maximum. Any such accrued compensatory time that is not used by April 30 shall be paid off at the applicable rate.~~

Section 18.7. Authorization and Distribution of Overtime Opportunities. All overtime work must be authorized by the Chief of Police (or his/her designee). Opportunity to work overtime will be distributed as equally as practicable, provided the officers are qualified to perform the specific overtime work required. Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime. The City shall not be required to break in on work in progress or change an officer's shift in assigning overtime. If an officer establishes that he/she has not receive overtime for which he/she was entitled, such officer shall have preference to future overtime work until reasonable balance is recreated.

Section 18.8. Court and Call-In Pay. An officer who is required to report to court or is otherwise called back to work outside his/her normal hours of work (i.e., hours not contiguous to his normal shift), will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work with a minimum guarantee of two (2) hours work or pay at time and one-half. This Section shall not be applicable to scheduled overtime.

Section 18.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE 19:        HOLIDAYS**

Section 19.1. Holiday Pay. In lieu of paid time off on City recognized holidays, officers shall receive twelve (12) hours of holiday pay at the straight time hourly rate when working such holiday. Officers shall receive eight (8) hours of holiday pay at the straight time hourly rate for each recognized holiday when not working such holiday. Pay of holiday hours will accrue and be paid during the standard work cycle in which the holiday(s) fall.

If an officer is required to work hours on one of the City recognized holidays that are not part of the officer's regularly scheduled hours of work, the officer shall be paid double time for each such hour worked on such holiday.

The following holidays shall be recognized on the actual calendar date by the City:

New Years Day, January 1	Christmas, December 25
Independence Day, July 4	New Year's Eve, December 31
Christmas Eve, December 24	

The following holidays shall be recognized on the observed date as scheduled by the City:

Presidents' Day	Columbus Day
Memorial Day	Veterans' Day
Labor Day	Thanksgiving
	Thanksgiving – Day After

**ARTICLE 20:        SALARIES AND OTHER ECONOMIC BENEFITS**

Section 20.1. Salaries. Officers will be paid according to the Wage Schedule (Appendix A). Sergeants shall receive an hourly wage that is three percent (3%) above the highest year step according to the Wage Schedule (Appendix A) while they hold the rank of Sergeant.

Section 20.2. Lateral Transfers. The Chief of Police, with the approval of the City Administrator/City Council, may at his/her discretion establish a wage according to the Wage

Schedule (Appendix A) at the five (5) year step or less for a newly hired officer with prior law enforcement experience and in prior possession of Law Enforcement Officer Certification with the State of Illinois (or able to acquire certification due to the possession of another state's equivalent certification).

Section 20.3. Uniforms and Equipment. Upon initial hire, officers covered by this Agreement shall be provided at City expense with an initial issue of uniforms and a winter jacket. Thereafter, uniforms will be replaced as needed, provided that the officer must turn in worn out/damaged uniform items to the Chief of Police (or his/her designee) and receive approval from the Chief of Police (or his/her designee) to replace the item or items in question. Any officer who does not turn in worn out/damaged uniform and equipment items shall be required to pay for the replacement. Upon separation of employment, all patches, badges, equipment, and jackets purchased by the City shall be returned. Officers will be given one pair of footwear per contract year subject to the Chief's approval as to the style and color and upon presentation of a paid receipt.

Section 20.4. Tuition Reimbursement. Officers covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the City may have in effect from time to time on the same terms and conditions that are applicable to other City employees generally.

Section 20.5 Health and Wellness Incentive. The City will coordinate an annual testing of the State of Illinois' Physical Agility P.O.W.E.R. Test for officers to voluntarily participate in. Each officer that successfully completes all minimum requirements of such test shall receive a monetary payment of Two Hundred Fifty Dollars (\$250) for that year during the next payroll following such testing.

Section 20.6 Payroll Errors and Corrections. Anytime the City errors in payroll, such corrections shall be made, and paid if applicable, as soon as practical and not require the Officer to wait until the next payroll date.

---

**ARTICLE 21:      TERM OF AGREEMENT**

The collective bargaining agreement between the City and the Union shall remain in full force from the day it is executed by both parties to and including April 30, 2017, unless otherwise specifically specified. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the expiration date unless the parties mutually agree otherwise.

**CITY OF MORRISON, ILLINOIS**

**ILLINOIS  
FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

By:

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**APPENDIX A: WAGE SCHEDULE**

Year Step - After Completion of	May 1, 2014	May 1, 2015	May 1, 2016
Starting	18.86	19.33	19.81
Year 1	19.63	20.12	20.62
Year 3	20.47	20.98	21.51
Year 5	20.77	21.29	21.82
Year 10	21.37	21.90	22.45
Year 15	22.96	23.53	24.12
Year 20	23.24	23.82	24.42
Year 25	23.42	24.01	24.61
Year 29	24.70	25.32	25.95

\*Upon ratification of this Agreement, each full time sworn officer shall received a one time bonus of twelve hundred dollars (\$1,200) in lieu of an hourly rate wage increase for the fiscal year starting May 1, 2011. This bonus shall not be added to the base wage when considering future hourly rate wage increases.



**APPENDIX B: GRIEVANCE FORM**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles.

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.



**STEP THREE - ARBITRATION**  
**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative

Lodge/Unit No. / Year / Grievance No.

**APPENDIX C: AGREEMENT TO EXTEND TIME LIMITS**

The City of Morrison (hereinafter "the City"), by its authorized representative, and the Illinois Fraternal Order of Police Labor Council (hereinafter the "Labor Council"), by its authorized representative, do hereby agree to extend to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the grievance commonly referred to as the \_\_\_\_\_ grievance. This grievance is currently at Step \_\_\_\_\_ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this Agreement to extend.

\_\_\_\_\_  
FOR THE CITY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOR THE LABOR COUNCIL

\_\_\_\_\_  
DATE

**APPENDIX D: TRAINING REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MORRISON, ILLINOIS (hereinafter called "CITY") and *Officer Name*;

WITNESSED:

WHEREAS, the CITY has hired *Officer Name* as a Police Officer, and will expend considerable sums of money to train said *Officer Name* to perform such duties; and

WHEREAS, in the event that *Officer Name* leaves the employment of the CITY, it will have to incur the aforesaid expenses again to hire a replacement; and

WHEREAS, the CITY has a vital interest in retaining the services of *Officer Name* as a Police Officer for a reasonable period of time to offset the aforesaid expenses;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. *Officer Name* shall continue to work as a Morrison Police Officer, subject to the rules and regulations of the Morrison Police Department, for a period of thirty six (36) months commencing from Date of Hire.
2. In the event that *Officer Name* should cease to be employed as a Morrison Police Officer for any reason prior to the expiration of the aforesaid thirty six month period, *Officer Name* shall reimburse the CITY on a prorated basis for the training and related expenses ("itemized expenses") incurred by the CITY. All uniforms and assigned equipment shall remain the property of the City of Morrison. *Officer Name* shall be obligated to reimburse the CITY that percentage of expenses corresponding to the same percentage of the thirty-six month period he was actually employed as a Morrison police officer.
3. The reimburse obligation set forth in the Agreement shall not apply if *Officer Name* employment as a Morrison Police Officer is terminated solely at the CITY's discretion due to cutbacks or reduction in staffing. It will apply if *Officer Name* ceases to be employed at his own choice regardless of the reason therefore, or is terminated for cause.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MORISON, ILLINOIS

By: \_\_\_\_\_ Officer

Attest: \_\_\_\_\_

**APPENDIX E: DUES DEDUCTION FORM**

Dues Authorization Form  
Illinois Fraternal Order of Police  
Labor Council  
974 Clocktower Drive  
Springfield, IL 62704

I, \_\_\_\_\_, hereby authorize my employer,  
\_\_\_\_\_, to deduct from my wages the  
uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for  
expenses connected with the cost of negotiating and maintaining the collective bargaining  
agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police  
Labor Council as it may from time to time direct.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer, please remit all dues deductions to:

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

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 104 as a miscellaneous deduction.

**APPENDIX F: SERGEANT PROMOTIONAL PROCEDURE**

Section 1: General

The City provides for promotion in the Police Department on the basis of those full-time sworn officers who possess the greatest potential, leadership qualities, merit, seniority in service, and examination. Promotions to the rank of Sergeant shall be filled when a position becomes vacant. All examinations for promotion shall be competitive among such members of the next lower rank that desire to submit themselves to such examination, and all promotions shall be made from the those having the highest rating. The overall scores shall take precedence in selecting the overall candidate with the most weight being placed on the highest scores first. The City shall establish an eligibility list from the officers for said promotional positions. Promotion to Chief of Police shall be governed by state law.

Section 2: Applications

Any officer desiring to submit to the promotional examination shall file a letter with the Chief of Police stating the officer's desire to submit to the promotional process. Officers seeking promotion to the rank of Sergeant must have a minimum of three (3) years of service with the Department.

Section 3: Types of Examination

Promotion to the rank of Sergeant will consist of a written examination, Review Panel, and oral interview. The written examination will be a valid, job-related examination as adopted by the City. Officers must score a 70% or better to advance to the next step in the process. The City shall establish a Review Panel which will consist of the Mayor, the City Administrator and the Chief of Police. The panel will review each applicant's personnel file, past three (3) evaluations if applicable, and resume, if submitted. The Review Panel will review the applicant's abilities, accomplishments, and potential. The assessment will be based on the resume and information contained in the applicant's personnel file. The officer will also be allowed to testify as to any questions that the Review Panel may have concerning his application. For purposes of the review by the Review Panel each person will have equal points in determining scores. Oral interviews will be the next phase of testing for applicants. The Review Panel shall interview the candidates and each person on the Review Panel will have equal points in determining scores for oral interviews. In addition to the foregoing the Chief of Police will have up to 25 discretionary points.

The Final Promotional Score will be determined as follows with raw scores based on a scale between 0 and 100.

<b><u>Examination</u></b>	<b><u>Grade</u></b>
Written Examination	.30 x raw score
Review Panel	.10 x raw score
Oral Interview	.30 x raw score

Seniority  
Chief of Police Discretionary Points

10 points max  
25 points max

Seniority Note Raw Score = 10 points max. One point for each year of service.

Military and educational credit shall be applied as prescribed in this section. If applicable, credit of 5 points for military service with honorable discharge with one point being awarded for each year of service up to a maximum of five (5) years. If applicable a credit of 2.5 points will be awarded for 64 hours of college credits. Military credits may be applied only twice during the officers service with the city by those candidates who make claim for military or educational preference in writing within ten (10) days of the final examination and who furnish satisfactory proof of such. The eligibility list will indicate those candidates who have requested military or educational preference and the scores will be adjusted after the final listing before being posted as an Eligibility Register.

#### Section 4: Promotional Eligibility Register

- A. The Review Panel will approve an Eligibility Register based upon the final weighted grade obtained by candidates and preference points have been awarded.
- B. The Eligibility Register shall certify those eligible in order of excellence based upon their final weighted scores.
- C. A dated copy of the Eligibility Register shall certify that it has been posted at the Morrison City Hall and the Morrison Police Department. Eligible officers will be notified of their scores by mail within 15 business days by the Review Panel. These copies shall include the date of expiration of the register two (2) years hence from the approval date. By unanimous vote of the Review Panel with written request of the Chief of Police the eligibility list may be extended for one (1) year.
- D. Appointments from the Register shall be as follows:  
The Chief of Police shall fill vacancies to the rank of Sergeant by selection from the top three (3) candidates on the applicable eligibility register. The appointee shall be selected from the top three (3) candidates with the greatest weight being the overall scores.
- E. Any officer appointed from the Eligibility Register may refuse appointment one (1) time without changing the officer's position on the list; however, a second refusal shall result in striking the officer's name from the Register.
- F. The Review Panel may elect to provide for a new examination before a Register has expired by the passage of two (2) years if there are no more candidates on the Register.

#### Section 5: Probationary Appointment

All promotions shall be for a probationary period of one (1) year from the original date of promotion. The City Administrator/City Council shall declare promotions to be permanent after receiving the recommendation from the Chief of Police. Such recommendations shall be forwarded to the City at least one month prior to the end of the probationary period. The Chief

of Police shall notify the Sergeant of said recommendation within five (5) days after providing said recommendation to the City Administrator/City Council. Said notice shall state whether or not the recommendation is to make the promotion permanent and the reasons therefore. The City Administrator shall act on said recommendation prior to the end of the probationary period.

#### Section 6: Failure to Promote

- A. The Chief of Police may recommend against promotion by providing the City Administrator and the officer a notice in writing setting forth the reasons therefore.
- B. In that event, the officer may request a hearing before the City Administrator within five (5) business days of receipt of such notice from the Chief of Police.
- C. A failure to promote will not become effective until the Chief of Police and officer receive from the City Administrator in writing a notice that a promotion has been denied.

#### Section 7: Decisions of the Review Panel/City Administrator

All decisions by the Review Panel and City Administrator are final and not appealable or subject to the grievance and arbitration procedure established in the collective bargaining agreement between the City and the Fraternal Order of Police Labor Council.

###  
END

**ORDINANCE NO: 14-10**

**ORDINANCE AUTHORIZING THE ALLOCATION OF CITY FUNDS  
FOR REPAYMENT OF ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY REVOLVING LOAN UNDER THE  
WATER POLLUTION CONTROL LOAN PROGRAM**

**WHEREAS**, the City of Morrison, Whiteside County, Illinois, operates its sewerage system (“the System”) in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-141 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

**WHEREAS**, the City Council of the City of Morrison has determined that it is advisable, necessary, and in the best interest of public health, safety, and welfare to improve the System, by undertaking the following:

**PROJECT DESCRIPTION:**

Construction of a new wastewater treatment plant located on the south side of the City of Morrison, together with any land or rights in the land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation (the Project), all in accordance with the plans and specifications prepared by consulting engineers of the City; which Project has an estimated useful life of 30 years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses is approximately \$18,000,000, and there are insufficient funds on-hand and lawfully available to pay these costs; and

**WHEREAS**, monies are available under the Illinois Environmental Protection Agency program, which loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

**WHEREAS**, it is expected that the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for from a loan to the City of Morrison from the Water Pollution Control Loan Program through the Illinois Environmental Protection

Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the City of Morrison is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$18,000,000 to provide funds to pay the costs of the Project;

**WHEREAS**, the loan to the City of Morrison shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City of Morrison and the Illinois Environmental Protection Agency;

**NOW THEREFORE**, be it Ordained by the Corporate Authorities of the City of Morrison, Whiteside County, Illinois as follows:

### **SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

### **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City of Morrison to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Morrison in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$18,000,000.00

### **SECTION 3. PUBLICATION**

This Ordinance, together with a Notice in statutory form (attached as Exhibit A), shall be published once within ten days after passage in the Whiteside News Sentinel, a newspaper published and of general circulation in the City of Morrison, and if no petition, signed by electors numbering 10% or more of the registered voters in the City of Morrison (i.e. 263) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City of Morrison, is filed with the City of Morrison Clerk within 30 days after the date of publication of this Ordinance and Notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City of Morrison Clerk to any individual requesting one.

#### **SECTION 4. ADDITIONAL ORDINANCES**

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Morrison may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Morrison, to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

#### **SECTION 5. LOAN NOT INDEBTEDNESS OF CITY OF MORRISON**

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Morrison pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System and the loan does not constitute an indebtedness of the City of Morrison within the meaning of any constitutional or statutory limitation.

#### **SECTION 6. APPLICATION FOR LOAN**

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365, and directed to sign all documents necessary to facilitate compliance with the same.

#### **SECTION 7. ACCEPTANCE OF LOAN AGREEMENT**

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan

Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

**SECTION 8. AUTHORIZATION OF THE MAYOR TO EXECUTE LOAN AGREEMENT**

The Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency.

**SECTION 9. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provision of this Ordinance.

**SECTION 10. REPEALER**

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**PASSED** by the Corporate Authorities

On \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

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\_\_\_\_\_  
Mayor, Everett Pannier, City of Morrison  
Whiteside County, Illinois

AYES:

NAYS:

ABSENT:

PUBLISHED in the Whiteside News Sentinel on \_\_\_\_\_, 2014.

RECORDED in the City of Morrison Records on \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Clerk, Melanie T. Schroeder, City of Morrison  
Whiteside County, Illinois

**EXHIBIT A**

**NOTICE OF INTENT TO BORROW FUNDS AND RIGHT TO FILE PETITION**

**NOTICE IS HEREBY GIVEN** that pursuant to Ordinance Number \_\_\_\_\_, adopted on [insert date], the City of Morrison, Whiteside County, Illinois (the “ENTITY”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$18,000,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the sewerage system of the City of Morrison. A complete copy of the Ordinance accompanies this notice.

**NOTICE IS HEREBY FURTHER GIVEN** that if a petition is signed by 263 or more electors of the City of Morrison (being equal to 10% of the registered voters in the City of Morrison), requesting that the question of improving the sewerage system and entering into the Loan Agreement is submitted to the City of Morrison Clerk within 30 days after the publication of this Notice, the question of improving the sewerage system of the City of Morrison as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City of Morrison at the next election to be held under general election law on November 4, 2014. A petition form is available from the office of the Morrison City Clerk.

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Melanie T. Schroeder  
Morrison City Clerk  
City of Morrison of Whiteside County, Illinois

## CERTIFICATION

I, Melanie T. Schroeder, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Morrison. I do further certify that the above and foregoing, identified as Ordinance Number \_\_\_\_\_, is true, complete, and correct copy of an ordinance otherwise identified as ORDINANCE AUTHORIZING LOAN AGREEMENT, passed by the City Council of the City of Morrison on the [INSERT PASSAGE DATE], and approved by the Mayor of the City of Morrison on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Morrison.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014