CITY OF MORRISON

And

TEAMSTERS LOCAL 722
(Public Works Bargaining Unit)

May 1, 2017 – April 30, 2020

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ARTICLE 1
STATEMENT OF PURPOSE

Section1.1. Statement of Purpose. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City of Morrison, Illinois, and Teamsters Local Union #722, affiliated with the International Brotherhood of Teamsters, representing bargaining unit employees as certified by the Illinois Labor Relations Board in Case No. S-RC-98-23 on December 22, 1998, 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 person integrity and conduct at all times, to prevent interruptions of work or the interference with the efficient operating of City departments, to provide procedures for the prompt and peaceful adjustment of grievance 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 employees 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 employees 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 process up to and including Step 2 of the grievance procedure set forth in Article V 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 employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership, or participation or non-participation 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 these express provisions of the 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 term of this Agreement, upon receipt of a proper written authorization from an employee, the City shall deduct each month Union dues in the uniform set amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the union within thirty (30) days after the deductions have been made. Such deductions will be terminated upon an employees' written request.

Section 3.2 Fair Share. During the term of this Agreement, employees who are not members of the Union 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 Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the city from earnings of non-members and remitted to the Union in the same manner as dues are deducted for Union members. The Union shall periodically submit to the City a list of employees covered by this Agreement who are not members of the Union.

The Union agrees to comply with applicable law with respect to the constitutional rights of fair share fee payors as well as all applicable provision of the Illinois Public Labor Relations Act and the rules and regulations promulgated thereunder 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 Union with respect to fair share fee payors as set for above shall not be subject to the grievance and arbitration procedure set forth in the Agreement.

Non-members who object to this fair share fee based upon bona fide religions tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union 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 Indemnification. The Union 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. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or nay part of it, is void as against public policy, then Section 3.1, Dues Deduction, and Section 3.2, Fair Share, shall each become null and void and shall no longer be considered a part of this Agreement.

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 employees, 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, polices and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; 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 employees; to determine whether work and/or services are to be provided by employees covered by the Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and to discharge non-probationary employees for just cause (probationary employees 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 employees. 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 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
GREVIANCE 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 and employee against the City involving an alleged violation or misapplication of an express provision of this Agreement.

Section 5.2. Procedure. An employee 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 employee 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 employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor (i.e., for nonsworn personnel, the employee's Department Head). The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. 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 employee, 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 employee 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 at 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, Missouri 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 party requesting arbitration shall strike the first name. 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 questions 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 or award of the arbitrator rendered within the limitations of this Section shall be binding upon the Union, the employee 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 employee, 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 employee 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 employee. The fee and expenses of the arbitrator shall be borne equally by the City and 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 the 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 employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, sympathy strike, or any other concerted interference with the full, faithful and proper performance of the duties of employees.

Section 6.2. Performance of Duty. It is recognized the employees 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 employee or employees 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 conduce and shall request the employees 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 damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.4. Discipline of Strikes. Any or all employee who violated the provisions of Section 6.1 above shall be subject to immediate discharge. Any action taken by the City against an employee 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 employee, 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 full-time employees 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 480 hours. Paid sick leave is not a right to be used at the employee's discretion but rather is a privilege to be used in cases of an employee's illness or injury or in cases of illness or injury in an employee's immediate family that requires the adult care of the employee in a situation where such care would not otherwise be available. And employee may use sick leave for doctor's appointments for diagnostics purposes. 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. Employees requesting sick leave must notify his/her supervisor at least one half hour prior to the start of his/her scheduled work day. An employee'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. Employees will comply with reasonable reporting rules as may be established by the City.

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

Section 7.3. Sick Leave Buyback.

(A) An employee who accumulates 480 hours of sick leave shall receive annually, based on the employee'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 extending over 480 hours or in lieu of additional compensation, employee may elect to receive vacation time at the rate of one (1) hour for each two (2) hours of unused sick leave. Upon separation of an employee for reasons other than termination for cause, an employee shall be compensated for all accrued but unused sick leave at the rate of one (1) hour of pay for each two (2) hours of accrued and unused sick leave at time of termination. Payment to an employee for accumulated sick leave shall not be included with the employee's regular paycheck but rather by a separate payment.

(B) An employee who has 480 hours of accrued sick time shall be allowed (on an annual basis on that employees anniversary date) to either "cash in" any hours over 480, or place such overage hours into an IMRF service credit sick leave bank, up to a maximum of 1288 hours. Hours cashed in shall be paid as provided under **Section 7.3. (A)**. Hours placed into the IMRF service credit sick leave bank may only be used by the employee, at the time of separation of the employee for reasons other than termination for cause, for the purpose of applying for service credit available under IMRF policies and/or procedures. Once the election is made to place such hours into the IMRF service credit sick leave bank the election is irrevocable and at no time may the hours be used to receive paid sick time or otherwise available to be cashed in by the employee.

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 audit, monitor, and/or investigate sick leave usage and, if an employee is suspect of abuse, to take corrective action, including such actions as discussing the matter with the employee, instituting sick leave verification calls, and/or, where appropriate, taking disciplinary action, including dismissal.

Section 7.5. Sick Pay after Retirement. Payment of any accrued sick time benefits at the time of retirement not used for IMRF service credit, shall be capped to limit an employee from exceeding their prior year creditable earnings by more than 6%. Accrued sick time over 6% shall be remitted to the employee no sooner than the 2nd month following retirement, or may be applied to retiree health insurance premiums.

ARTICLE 8
OTHER LEAVES

Section 8.1. Jury Duty. Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, 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 employee shall remit to the City any fees which he receives for such service (excluding reimbursement for travel and lodging), as well 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 employee 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 employee's family (i.e., employee's spouse, child (including step-child), father (including step-father), mother (including step-mother), brother, sister, grandparents and in-laws) for the purpose of attending the funeral. In the event of the death of an employee's spouse, child or parent, the employee may request that the City Administrator 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 employee's accumulated but unused paid leave (i.e., sick leave, personal convenience days or vacation).

Section 8.3. FMLA Leave. The City agrees to abide by the provisions of the Family and 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 thereunder.

Section 8.4. Military Leave. Military leaves will be granted in accordance with applicable laws.

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 employee 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 employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 8.7. Worker's Compensation. Will be paid in accordance with state and federal law.

ARTICLE 9
VACATIONS

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

LENGTH OF CONTINUOUS ACTIVE SERVICE	HOURS EARNED
After completion of one full year of Employment	Eighty (80) hours
After completion of five (5) full years of Employment	One hundred Twenty (120) hours
After completion of fifteen (15) full years of Employment	One hundred Sixty (160) hours
After completion of twenty (20) full years of Employment	Two hundred (200) hours

Vacation leave shall be earned and credited on the employee's anniversary date of employment. An employee may carry over one week of vacation; any vacation leave exceeding one week at the end of the vacation season will be lost.

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

Section 9.3. Scheduling. On or before March 1 of each calendar year, each Department Head shall develop and post an approved vacation schedule. With the exception of one (1) week of vacation which must be taken in a block, vacations may be used in four (4) hour or in one (1) day increments, at the sole discretion of the Department Head. Employees may not grieve the Department Head's decision to deny the use of vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the appropriate Department Head in order to insure the orderly performance of the services provided by the City.

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

Section 9.5. City Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Mayor, City Administrator, or designees may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

ARTICLE 10
PERSONAL CONVENIENCE DAYS

Section 10.1. Personal Convenience Days. All full-time employees are entitled to five (5) personal convenience days per fiscal year, which shall be noncumulative, i.e. they may not be carried over from one fiscal year to the next fiscal year unless there are extenuating circumstances that prevented the employee from using one or more of the personal convenience days during the fiscal year. The scheduling of personal convenience days shall be at the mutual convenience of the employee and the City. Personal convenience days may be scheduled in one (1) hour increments, subject to the sole discretion and approval of the Department head. Employees may not grieve the Department head's decision to deny the use of personal convenience days.

ARTICLE 11
INSURANCE

Section 11.1. Coverage. The City agrees to provide medical insurance and life insurance for employees 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, dental 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 and dental plan provided that such changes are made in the plan for other city employees. The City will offer dependent medical and dental insurance for employees' dependents with the City paying 50% of the cost of the premiums for dependents and the employee paying 50%. Eligibility, benefits and conditions for obtaining benefits shall be covered by the plan documents.

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 forgoing provisions contained in the Article, the parties agree that if the City makes any changes, modifications, or improvement with respect to any of the City's life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to substantially all other full-time City employees, then such changes, modifications, or improvements(including the cost sharing arrangements between the City and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other full-time City employees.

Section 11.3. Life Insurance. Life insurance in the amount of $20,000 shall be provided at city expense to all permanent full-time employees. 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 full-time permanent employees covered by this Agreement shall be covered by the City's accidental death and dismemberment or other disability coverage as they may be in effect from time to time.

Section 11.5. Eye Care. An employee may opt to be reimbursed for eye care on either an annual or biannual basis. If the employee opts to be reimbursed annually, the City shall, upon receipt of paid invoice, reimburse regular full-time employees up to $125 each for the employee's eye care, including eye examinations and/or eyeglasses/contacts, provided that this provision shall become effective at the end of the employee's current biannual eye care allowance period. If the employee opts to be reimbursed biannually, the City shall, upon receipt of paid invoice, reimburse regular fill-time employees up to $250 each for the employee's eye care, including eye examinations and/or eyeglasses/contact. The maximum amount that an employee can be reimbursed in any two year period for eye care is $250.00.

Section 11.6. Liability Limitations. The failure of any provider(s) to provide any benefit for which the Employer 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 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 Employee Cost for Health Insurance. If during the term of this Agreement there is going to be an increase in the employee'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 Retirement Insurance Benefit. The city shall pay up to $2000 each year or 1/3 (one third) of the insurance premium, whichever is less, for the retired employee so long as each of the following conditions are met:

- 20 full consecutive years of service to the City of Morrison
- Retire in good standing
- Retired employee must be at least 55
- Retired employee must not be eligible for Medicare Benefits
- Portioned cost of the insurance premium is for single coverage only
- Retired employee must be enrolled in the City's insurance program

Section 11.9. IMRF. The City participates in IMRF.

ARTICLE 12
LABOR-MANAGEMENT COMMITTEE

Section 12.1. Labor-Management Committee. At the request of either party the Chief Union Representative and the City Administrator 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 City Administrator 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. Employees scheduled to work will notify the City Administrator prior to their attendance at a meeting and if such attendance is approved, the employee 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.

Section 13.4. Discipline. The City agrees that it will not discipline or discharge nonprobationary employees 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 (e.g.,, 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 employee an opportunity to respond to the facts on which the City is considering the imposition of such disciplinary action. At any such meeting, the employee has the right to request that a Union representative attend such meeting.

If the City determines that the circumstances warrant it, an employee 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 employee shall be reinstated with full back pay.

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

Probationary employees may be disciplined or discharged at the sole discretion of the City and without recourse to the grievance and arbitration procedures 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 13.5. Drug and Alcohol Testing. Employees 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 the regularly scheduled physical examinations;

3. Following any vehicular accident occurring on duty or on a special detail; or

4. When an employee has been involved in a major incident or incurs an injury on duty.

5. As a requirement of a CDL.

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 employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a properly qualified clinical laboratory of the employee's choosing and at the employee'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. A second incidence within a seven (7) year period shall result in termination. Use of proscribed drugs or abuse of prescribed drugs at any time while employed by the City shall result in termination.

Section 13.6. Fitness for Duty. If there is any question concerning an employee'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 employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or/ psychologist selected by the City. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave.

Section 13.7. Separation from Employment.

(a) Resignation. All employees must submit a written resignation to the City Administrator at least fourteen (14) days prior to their date of resignation. Employees submitting fourteen (14) days voluntary notice 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 employees must submit written notice to the City Administrator at least thirty (30) days prior to the effective date of their retirement. Retiring employees submitting their (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 employee must return all City property and equipment to his/her Department Head.

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 immediately 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 here in 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 exclusive bargaining representative for all full-time and regular part-time City employees, but specifically excluding the City Administrator, the City Clerk, the Deputy City Clerk, the Clerk/Typist in the City Clerk's office, the Police Chief, the Public Works Superintendent, all full-time and part-time police officers, seasonal employees, employees of the Morrison Public Library, elected officials, professional employees, technical employees, and all supervisory, managerial, confidential, and short term employees as defined by the Illinois Labor Relations act.

The term "seasonal employees" shall mean employees who are employed for no more than one hundred twenty (120) consecutive calendar days between May 1 and September 30. The City agrees that the employment of seasonal employees will not cause the layoff or the reduction the normal workweek of any bargaining unit employees.

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 employees (i.e., two or more employees 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 employees shall be probationary employees during the first twelve (12) months of their employment with the City. During an employee's probationary period the employee may be suspended, laid off, or discharged at the sole discretion of the City. Upon successful completion of twelve (12) months of continuous employment with the City in a position covered by this Agreement, an employee 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 to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off any probationary employees within the affected classification and then on the basis of seniority within the affected classification (i.e., the least senior employee in the classification shall be laid off first).

Section 17.4. Recalls. If the City has any vacancies in a classification covered by this Agreement, the positions thereby becoming available shall be tendered to employees with recall rights in reverse order of layoff form said classification. Notification of recall shall be by certified mail to the employee's last known address as shown on the City's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the employee to keep his/her address current by providing the City Administrator with the necessary information. If the employee 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 of the receipt of the letter by the City to the employee's last known address, the employee'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 employee 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 employee had at the time of his/her layoff shall be restored.
C. During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

D. While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 17.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes in the employee:

(a) Quits;
(b) Is discharged for just cause;
(c) Retires;
(d) Fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the employee is able to justify to the satisfaction of his/her Department Head that such absence is due to extenuating circumstances;
(e) Is laid off and declines a recall to a full-time position or fails to affirmatively respond within seven (7) days after receipt of notice of recall;
(f) Is laid off for a period of twenty-four (24) months; or
(g) Is absent for three (3) consecutive working days without notifying his/her Department Head.

Section 17.7. Effect of Consolidation or Elimination of Classifications. If employees are displaced by the elimination of classifications, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment, methods or facilities, or for any other reason, they shall have the right to transfer to any existing bargaining unit vacancy which the City is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 17.3 above and shall have the right to recall in accordance with the provisions of Section 17.4 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy which the City is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 17.8. Vacancies and Transfers. In filling permanent bargaining unit vacancies within the City has decided to fill, the goal shall be to obtain the most qualified person for the position. If two or more employees who have requested to be considered for a permanent vacancy are determined to be equally qualified in terms of their skills, abilities, and qualifications for the position, seniority shall be the controlling consideration. If an employee believes that the City has arbitrarily considered his/her skills, abilities and qualifications for the position, he/she may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 17.9. Seniority of Persons Transferred Out of and Back to the Bargaining Unit. Employees 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 17.10. Seniority List. On or before May 1 of each year the City shall distribute to the Union a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any employee believes there is an error in the seniority list, it should be brought to the attention of the City Administrator within thirty (30) days after the seniority list is distributed.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. Application of Article. This Article is intended only as a basis for calculating overtime payment, 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 Workday and Workweek. For full-time employees, the normal workday shall be eight (8) consecutive hours and the normal work week shall be forty (40) hours per week, Monday through Friday subject to change as provided in Section 18.3. A workweek is defined as the seven (7) day period commencing at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday.

Section 18.3. Changes in Normal Workday or Normal Work Week. Should it be necessary in the City's judgment to establish schedules departing from the normal work day or the normal work week, or to change the shift schedule of an employee or employees, the City will give, absent emergency circumstances, at least two weeks' advance notice of such change to all employees affected by such change.

Section 18.4. Overtime Pay. An employee shall be paid time and one-half times his/her regular straight-time hourly rate of pay for all hours worked in excess of the employee's eight (8) hour shift or in excess of 40 hours in the employee's normal work week, provided that the hours that an employee is compensated for vacations, holidays, personal convenience days, sick leave and jury leave shall be counted as hours worked in determining whether the employee has worked in excess of 40 hours. Employees shall receive double-time for working actual Holidays. Employees who perform Saturday and Sunday "rounds" shall receive 2 hours minimum pay. Employees who perform Saturday and Sunday funerals shall receive 2 hours minimum pay.

Section 18.5. Compensatory Time. In lieu of paid overtime compensation employees may elect to accumulate compensatory time credit to be taken as additional time off on a basis of one and one-half (1-1/2) hours of time off for each hour of overtime worked and accumulated as compensatory time. Notwithstanding the above provision, no employee shall accumulate more than forty (40) hours of compensatory time. However, if on actual Holiday, accumulate two (2) hours for each hour of overtime thereby reflecting Holiday pay.

Employees having accumulated compensatory time credit shall be allowed, upon request made in a reasonable period of time in advance, to utilize the accumulated compensatory time. Compensatory time shall be time off work, with pay. The employee's request for compensatory time off will not require or result in additional overtime. The City will attempt to accommodate each employee's request for use of compensatory time credit to the extent possible so long as the request will not unduly disrupt the department's operations.

Employees who have accumulated compensatory time credits may, upon written request, receive overtime pay in lieu of compensatory time off for their accumulated compensatory time credit, and will be paid at the employee's hourly base wage rate existing at the time of the employee's request. All accrued compensatory time not utilized shall be paid annually. Any

employee terminating employment will be paid the monetary equivalent of accrued, unused compensatory time credit as part of the employee's final compensation, and shall be paid at the employee's hourly base wage rate immediately preceding termination, or an average of the employee's regular hourly base wage rate during the three (3) year period prior to termination, whichever is greater.

Section 18.6. Distribution of Overtime Opportunities. Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification, provided the employees 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 employee's shift in assigning overtime. If an employee establishes that he/she has not received overtime for which he/she was entitled, such employee shall have preference to future overtime work until reasonable balance is recreated.

Section 18.7. Call-In Pay. An employee who is called back to work outside his normal hours of work (i.e., hours not contiguous to his normal shift), shall be guaranteed a minimum of two (2) hours pay. On all actual contract approved Holidays employees shall be paid double time their straight time hourly rate of pay.

Section 18.8. Rest Period. Full-time employees shall have one fifteen (15) minute paid rest period each workday scheduled by the City during the first half of the employee's shift.

Section 18.9. Lunch Period. An unpaid lunch period shall be provided to all full-time employees, the fifteen (15) minute paid afternoon break shall be combined with the unpaid lunch period for a combined lunch/break period. The lunch/break period shall be scheduled by the City.

Section 18.10. 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. Holidays. The following twelve (12) holidays are the City's recognized paid holidays for purposes of this Article:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4th	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	New Years' Eve

If the actual holiday occurs on Saturday, the preceding Friday will be observed as the holiday. If the actual holiday occurs on Sunday, the following Monday will be observed as the holiday.

Section 19.2. Eligibility Requirements. To be eligible to receive holiday pay, the employee must have been hired at least 45 days prior to the date of the holiday and employee must work his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday.

ARTICLE 20
SALARIES AND OTHER ECONOMIC BENEFITS

Section 20.1. Salaries. Effective May 1, 2017, all employees shall receive a salary increase of $0.60 per hour. Effective May 1, 2018, all employees shall receive a salary increase of $0.50 per hour. Effective May 1, 2019, all employees shall receive a salary increase of $0.50 per hour.

Effective May 1, 2017, the minimum and maximum of the pay range for the positions covered by this Agreement shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Cemetery Foreman	34,317.95	47,357.73
Water Plant Operator	34,317.95	47,357.73
Waste Water Treatment Plant Operator	34,317.95	47,357.73
Maintenance Worker	33,633.19	46,672.98

Section 20.2. License Pay

LICENSE		HOURLY RATE IF WORKING INPOSITION REQIRING POSSESSION OF THE LICENSE
Water Plant D		$.50
Water Plant C		$1.00
Waste Water 4		$.50
Waste Water 3		$1.00
Waste Water 2		$1.50

Each license is worth $0.50. If an employee has 2 licenses, that amounts to $1.00. If an employees has 3 licenses, that amounts to $1.50. And so on. License pay shall be effective the date the license is issued, provided the employee reports the new license and provides evidence of it to the City in a timely fashion. Employer has the right to determine the number of employees and job requirements of positions in city departments. License pay shall only be received when licensing is a requirement of the position and authorized by employer.

Section 20.3. Pay Rate upon Promotion. In any case where an employee is promoted to a bargaining unit classification with a higher salary range, the entrance rate shall be either the minimum of the salary range or five percent (5%) above the employee's hourly rate of pay immediately prior to promotion.

Section 20.4. Uniforms and Equipment. The City agrees to provide each employee with an allowance of $250 per fiscal year to be used to purchase work clothing not provided by the City (jeans, boots, etc.). Such allowance shall be paid upon submission of paid receipts to the Department Head and subject to the approval of the Department Head. Such clothing shall be of the style and type of clothing regularly worn on the job. The City shall also replace shirts and winter coats if damaged during the course of employment and upon termination all shirts and coats must be returned to the City. Employees shall be required to wear City shirts and coats.

Section 20.5. Tuition Reimbursement. Employees 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 City employees generally.

Section 20.6. Commercial Driver's License Requirement. All new employees who do not already possess a Class B CDL, are required to obtain a Class B CDL within 180 days from their employment start date. The City agrees to reimburse any employee for all costs charged by the licensing agency in obtaining renewal of the CDL upon submission of a paid receipt. Employees shall be required to maintain a valid CDL as a condition of employment.

Section 20.7. Longevity Bonus. Employees upon completion of five (5) years of employment shall be entitled to an annual longevity bonus equal to $1.00 for every month of service to be payable in a lump sum beginning on the employee's sixth anniversary year of service and each year thereafter. Payment to an employee for a longevity bonus shall not be included with the employees' regular paycheck but rather by a separate payment

Section 20.8. Pay Discrepancy. Any discrepancies in pay will be adjusted in a quick and timely manner.

ARTICLE 21
PERSONNEL FILE

Section 21.1. Personnel File. The City agrees to comply with the provisions of the Illinois Personnel Records Review Act, as it may from time to time be amended.

ARTICLE 22
TERM OF AGREEMENT

Section 22.1. Term of Agreement. This collective bargaining agreement shall become effective on May 1, 2017, and shall remain in effect until April 30, 2020, 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

Barry Dykstra Title: CITY ADMINISTRATOR

Title: MAYOR

TEAMSTERS LOCAL 722

Title: PRESIDENT

Frank Barger Title: SEC. / TREAS.