

AGREEMENT BETWEEN

CITY OF MORRISON

and

ILLINOIS FRATERNAL ORDER

OF POLICE LABOR COUNCIL

May 1, 2017 – April 30, 2020

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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 employees covered by this Agreement.

ARTICLE 2: UNION RIGHTS

Section 2.1 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 employees 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 2.2 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 2.3 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 2.4 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 3: MANAGEMENT RIGHTS

Section 3.1 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 4: GRIEVANCE PROCEDURE

Section 4.1 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 of an express provision of this Agreement.

Section 4.2 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 provision 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 4.3 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 4.4 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 4.5 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 4.6 Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article 4, 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 4.7 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 4.8 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 5: NO STRIKES

Section 5.1 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 5.2 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 5.3 Resumption of Operations. In the event of action or conduct prohibited by Section 5.1 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 5.4 Discipline of Strikers. Any or all officers who violate the provisions of Section 5.1 above shall be subject to immediate discharge. Any action taken by the City against any officer who violates Section 5.1 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 5.1 above.

ARTICLE 6: SICK LEAVE

Section 6.1 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 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 6.2 Request for Sick Leave. Officers requesting sick leave must notify his/her supervisor as soon as possible but at least one (1) 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 6.3 Sick Leave Buyback. An officer who accumulates four hundred eighty (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 four hundred eighty (480) hours.

Section 6.4 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 6.1 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 7: OTHER LEAVES

Section 7.1 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 7.2 Bereavement Leave. An officer may be granted a bereavement 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, step-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, step-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).

An officer may be granted bereavement leave of up to five (5) 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, step-child, father, mother, brother, sister, grandparents, and in-laws) where services are held outside of a one hundred (100) mile driving radius from City Hall.

Section 7.3 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 7.4 Military Leave. Military leaves will be granted in accordance with applicable laws, as they may be modified from time to time.

Section 7.5 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 7.6 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 7.7 Request for Leave. Officers requesting any earned leave provided for in Articles 7-9 (Other Leaves, Vacation and Personal Time) and to include Compensatory Time provided for in Section 17.6 (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 8: VACATIONS

Section 8.1 Eligibility and Amount. Vacation time for officers shall be earned based on the following schedule:

Length of Continuous Active Service	Hours Earned
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
After completion of twenty (20) full years of employment	Two Hundred Four (204) 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 8.2 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 8.3 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 circumstance. 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 (1) block of seven (7) consecutive days off each calendar year.

If for any reason the city cancels an employee's pre-approved vacation time, any prepaid monies lost will be reimbursed to the employee by the city under the following conditions:

- All monies to be reimbursed by the city must have been paid by the employee after the initial vacation leave was approved.
- Trip insurance must have been purchased by the employee if offered.

- Proof of payment/reservation must be provided by the employee to the Chief of Police upon request.
- No monies exceeding seven hundred fifty (\$750) dollars will be reimbursed by the city.

Section 8.4 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 8.5 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 9: PERSONAL TIME

Section 9.1 Personal Time. All officers are entitled to forty (40) 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 10: INSURANCE

Section 10.1 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 10.2 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 employees.

Section 10.3 Life Insurance. Life insurance in the amount of twenty thousand (\$20,000) dollars 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 10.4 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 10.5 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 (\$250) dollars 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 (\$250) dollars.

Section 10.6 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 in said plans and policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 10.7 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 10.8 Funeral Expenses. The City will pay ten thousand (\$10,000) dollars 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 10.9 Retirement Insurance Premium Cost Sharing.

A. The City shall pay up to one-third (1/3) of the insurance premium costs toward the City's health insurance program for a 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.

B. The City shall pay for up to one-third (1/3) of the insurance premium costs toward any non-city health insurance coverage for a retired officer so long as each of the following conditions are met:

- Payments do not exceed the cost if the retiree remained on the City's health insurance plan as outlined above (Paragraph A).
- Retiree shall provide proof of insurance coverage upon request.
- Payments cease at the time the retiree is eligible for Medicare

ARTICLE 11: LABOR-MANAGEMENT COMMITTEE

Section 11.1 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 12: MISCELLANEOUS PROVISIONS

Section 12.1 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 12.2 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 12.3 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 12.4 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 12.5 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 (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 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 12.6 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 used 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 12.7 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 12.8 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 12.9 Personnel Files. The City agrees to comply with the provisions of the Personnel Records Review Act (820 ILCS 40), as it may from time to time be amended.

Section 12.10 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 4 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 12.11 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 13: SAVINGS CLAUSE

Section 13.1 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 14: ENTIRE AGREEMENT

Section 14.1 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 15: RECOGNITION

Section 15.1 Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn patrol 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 16: SENIORITY

Section 16.1 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 16.2 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 16.3 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 16.4 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 16.5 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 layoff.

Section 16.6 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 16.7 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 16.8 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 17: HOURS OF WORK AND OVERTIME

Section 17.1 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 17.2 Normal Workday 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 17.3 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 17.4 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 17.5 Changes in Normal Workday 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 (2) 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 17.6 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 one hundred sixty-eight (168) hours in the officer's normal work

period of twenty-eight (28) days. Vacations, holidays, personal time, and jury leave shall be counted in determining whether the officer has worked in excess of one hundred sixty-eight (168) hours.

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.

Section 17.7 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 17.8 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 one and one-half (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 17.9 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 18: HOLIDAYS

Section 18.1 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 hour worked on such holiday.

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

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

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

President's Day	Columbus Day
Memorial Day	Veteran's Day
Labor Day	Thanksgiving
	Thanksgiving- Day After

ARTICLE 19: SALARIES AND OTHER ECONOMIC BENEFITS

Section 19.1 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 19.2 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 19.3 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 Police Chief (or his/her designee) and receive approval from the Police Chief (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 19.4 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 19.5 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 three hundred (\$300.00) dollars for that year during the next payroll following such testing.

Section 19.6 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.

Section 19.7 Shift Differential. All Officers and Sergeants assigned to start their shift at 6pm shall receive additional compensation at the rate of twenty-five (\$.25) cents per hour.

ARTICLE 20: 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, 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 ninety (90) 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 FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By _____

By _____

APPENDIX A
WAGE SCHEDULES

	May 1, 2017	May 1, 2018	May 1, 2019
Start	\$20.33	\$20.87	\$21.43
Year 1	\$21.17	\$21.73	\$22.30
Year 3	\$22.08	\$22.67	\$23.27
Year 5	\$22.40	\$22.99	\$23.60
Year 10	\$23.04	\$23.66	\$24.28
Year 15	\$24.76	\$25.42	\$26.09
Year 20	\$25.07	\$25.73	\$26.41
Year 25	\$25.26	\$25.93	\$26.62
Year 29	\$26.64	\$27.34	\$28.07
SGT (+3%)	\$27.44	\$28.16	\$28.91



APPENDIX B GRIEVANCE

(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: _____

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

STEP THREE

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

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

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 as desire to submit themselves to such examination, and all promotions shall be made from 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 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.

<u>Examination</u>	<u>Grade</u>
Written Examination	.30 x raw score
Review Panel	.10 x raw score
Oral Interview	.30 x raw score
Seniority	10 points max
Chief Discretionary Points	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 officer's 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.