

ILLINOIS FOP LABOR COUNCIL

and

CITY OF MORRISON

Patrol and Sergeants

May 1, 2020 – April 30, 2023

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AGREEMENT BETWEEN

CITY OF MORRISON

and

ILLINOIS FRATERNAL ORDER

OF POLICE LABOR COUNCIL

May 1, 2020 – April 30, 2023

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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

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 - 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 3 - UNION RIGHTS

Section 3.1 - Dues Deduction

During the term of this Agreement, upon receipt of a proper written authorization from an officer, the City shall deduct each month Council dues in the uniform set amount certified by the Treasurer of the Council from the pay of all 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) calendar days after the deductions have been made. Such deductions will be terminated upon an officer's written request.

Section 3.2 - Officer Status

The Council shall periodically submit to the City a list of the officers covered by this Agreement who are not members of the Council. The City shall provide the Union

with an updated list of officers, including their names and addresses when an officer terminates their employment, or a new officer is hired.

Section 3.3 - Indemnification

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

ARTICLE 4 - MANAGEMENT RIGHTS

Except as expressly limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its officers, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ officers; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of officers; to schedule and assign work, to transfer and reassign officers; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote officers; to determine whether work and/or services are to be provided by officers covered by this Agreement (including which officers) or by other officers or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary officers for just cause (probationary officers without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to relieve or lay off officers. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, the City Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

ARTICLE 5 – DISCIPLINE

Section 5.1 - 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 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 placed on administrative leave with 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.

The City will provide the officer notice of any item placed in the officer's personnel file.

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

Section 5.2 - 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 through the grievance procedure.

Section 5.3 - 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 6 - GRIEVANCE PROCEDURE

Section 6.1 - 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 6.2 - 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: **Police Chief:** Any officer or the Union representative who has a grievance shall submit the grievance in writing to 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 seven (7) calendar days after the act, event or commencement of the condition which is the basis of the grievance or seven (7) calendar 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 Police Chief shall respond to the grievance in writing within seven (7) calendar days.
- Step 2: **City Administrator:** If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the City Administrator or designee within ten (10) calendar days after a decision was rendered by the Police Chief 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) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the City Administrator or designee.
- Step 3: **City Council:** If the grievance is not satisfactorily settled in Step 2, it may be appealed in writing to the City Council within ten (10) calendar days after a decision was rendered by the City Administrator or the City Administrator's designee. The officer or the Union representative shall give the appeal to the Mayor or the Mayor's designee to present to the City Council. The City Council shall make such investigation of the facts and circumstances as the City Council deems necessary and may meet with the officer and/or the Union representative. The City Council will give a written answer to the grievance within fourteen (14) calendar days after the date of the meeting, or if there is

no meeting, within fourteen (14) days after the date the grievance was received by the City Council.

Step 4: **Arbitration**: A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the City by certified mail, not later than twenty-one (21) calendar days after the date of the reply of the City Council, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree within twenty-one (21) calendar 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 6.3 - 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 6.4 - 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.

Section 6.5 - 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 6.6 - 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 6.7 - 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 7 - NO STRIKES

Section 7.1 - 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 7.2 - 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 7.3 - Resumption of Operations

In the event of action or conduct prohibited by Section 7.1 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 7.4 - Discipline of Strikers

Any or all officers who violate the provisions of Section 7.1 above shall be subject to immediate discharge. Any action taken by the City against any officer who violates Section 7.1 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 7.1 above.

ARTICLE 8 - SICK LEAVE

Section 8.1 - 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, injury or medical appointments or in cases of illness, injury, or medical appointments of an officer's immediate family. For the purposes within this Agreement, immediate family shall be defined as child, step-child, foster child, spouse, domestic partner, sibling, step-sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent or other relatives who permanently reside with the employee. Use of sick leave for less than a full day shall be charged in increments of an hour, rounded to the nearest hour.

Section 8.2 - 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 workdays. 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 8.3 - Sick Leave Overages

An officer who has four hundred eighty (480) hours of accrued sick time shall be allowed (on an annual basis on that employee's anniversary date) to either "cash in" any hours over four hundred eighty (480), or place such overage hours into a separate sick leave bank to be used for IMRF service credit. Sick leave hours which are accrued in the separate bank shall be allowed to accrue up to a maximum number of hours allowed under IMRF policies and/or procedures to receive one (1) full year of service credit. Sick leave hours "cashed in" shall be at a rate of one (1) hour of pay for each two (2) hours of unused sick leave. 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.

Section 8.4 - 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 8.1 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 9 - OTHER LEAVES

Section 9.1 - 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 9.2 - 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 immediate family as defined in Section 8.1 for the purpose of attending the funeral. In the event of the death of an officer's spouse, domestic partner, child, step-child, foster child, stepparent

or parent, the officer may request that the Chief of Police approve up to an additional two (2) working 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, domestic partner, child, step-child, foster child, father, mother, stepparent, brother, sister, grandparents, and in-laws) where services are held outside of a one hundred (100) mile driving radius from City Hall.

Section 9.3 - 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 9.4 - Military Leave

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

Section 9.5 - 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 9.6 - 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 9.7 - Request for Leave

Officers requesting any earned leave provided for in Articles 9-11 (Other Leaves, Vacation and Personal Time) and to include Compensatory Time provided for in Section 16.6 (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.

Section 9.8 – Maternity / Paternity Leave

Officers are eligible for seven (7) consecutive workdays, consisting of an eighty-four (84) hour work period, for maternity/paternity leave for the birth or adoption of each child in their immediate family. This time shall be separate from and in addition to any other leave time (including sick time). Officers electing to use any additional time off (e.g. sick, personal, vacation, comp, etc.) may still do so. To be eligible for this leave, an officer must have been employed with the City for at least twelve (12) months.

ARTICLE 10 - VACATIONS

Section 10.1 - 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 10.2 - 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 10.3 - 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) hour 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 ensure the orderly performance of the services provided by the City. Officers must take at least one (1) block of seven (7) consecutive calendar 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 10.4 - 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 10.5 - 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 11 - PERSONAL TIME

All officers are entitled to forty-eight (48) 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 12 - INSURANCE

Section 12.1 - 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 12.2 - 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 12.3 - 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 12.4 - 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 12.5 - Vision

An officer may opt to be reimbursed for eye care during the term of this Agreement. If the officer opts to be reimbursed, the City shall, upon receipt of a paid invoice, reimburse officers up to three hundred seventy five (\$375.00) dollars for the officer, officer's spouse and dependents eye care, including eye examinations and/or eyeglasses/contacts. The maximum amount that an officer can be reimbursed during the term of this Agreement for eye care is three hundred seventy-five (\$375.00) dollars. All expenses submitted for reimbursement must have been incurred during the term of this Agreement and any requests for reimbursement must be submitted to the City for reimbursement by March 15 of the final year of this Agreement.

Section 12.6 - 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 12.7 - 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 13 – 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) calendar 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 14 - MISCELLANEOUS PROVISIONS

Section 14.1 - 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 14.2 - 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 14.3 - 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 14.4 - 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 14.5 - 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 fourteen (14) calendar 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 14.6 - 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 14.7 - 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) calendar days prior to their date of resignation. Officers submitting fourteen (14) calendar 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) calendar days prior to the effective date of their retirement. Retiring officers submitting thirty (30) calendar 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) in an orderly and reasonable manner. Such property and equipment must be in good and operational condition unless prior written notification had been made to the Chief of Police.
- 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 14.8 - 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 14.9 – Inoculations and Vaccinations

The City agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of an officers exposure to contagious diseases where the officer has been exposed to said disease in the line of duty. The City agrees to provide and pay all expenses for Hepatitis B inoculations or boosters for an officer who has not previously had those shots. This inoculation shall be provided at a medical facility chosen by the City. The City shall provide each officer with an annual flu vaccination upon the officer's request. This vaccination shall be provided at a medical facility/location chosen by the City.

ARTICLE 15 – SENIORITY AND LAYOFFS

Section 15.1 – 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 (2) or more such officers (i.e., two (2) or more officers have the same length of continuous service), the date on the application for employment shall control as the tiebreaker.

Section 15.2 - 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 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 15.3 - 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 15.4 - 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) calendar 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 15.5 - 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 15.6 - 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 or
- 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 15.7 - 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 15.8 - 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) calendar 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 16 - HOURS OF WORK AND OVERTIME

Section 16.1 - 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 16.2 - Normal Workday and Work Period

For officers working patrol, other than the power shift, the normal workdays shall be twelve (12) consecutive 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) consecutive hours each. Officers shall work seven (7) days out of a fourteen (14) day repeating scheduled as follows:

Two days on:	Monday and Tuesday
Two days off:	Wednesday and Thursday
Three days on:	Friday, Saturday, and Sunday
Two days off:	Monday and Tuesday
Two days on:	Wednesday and Thursday
Three days off:	Friday, Saturday, and Sunday

The normal work day for officers assigned to the power shift shall be ten and one-half (10-1/2) consecutive 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) consecutive hour shift and the normal work period shall be a two (2) week rotation of working Wednesday through Friday of one (1) week and Wednesday through Saturday of the other week.

Section 16.3 - 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 paid meal break, if they are called back to duty, officers will receive equivalent breaks.

Section 16.4 - 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 16.5 - 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 officers, absent emergency circumstances, advance notice of such changes. At least thirty (30) calendar days' advance notice to making a permanent change and at least two (2) weeks advance notice prior to making a temporary change shall be given to all officers affected by such change. Temporary changes shall not last longer than sixty (60) calendar days. The Labor Council shall have the right to negotiate with the City over shift differential for those employees scheduled to work 6pm to 6 am. 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 16.6 - 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) calendar days. All benefit time shall be counted as hours worked 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 maximums.

Section 16.7 - 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. The City shall offer all overtime to full-time bargaining unit members prior to offering it to non-bargaining unit or part-time employees. For this Section, full-time bargaining unit members shall be defined as employees eligible to be members of the bargaining unit according to Article 2. 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 16.8 - 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 16.9 - No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 16.10 - Hours for New Officers During Initial Training Period

A new officer hired without prior experience and training, who has not met the Minimum Standard Basic Law Enforcement Certification as set forth by the Illinois Law Enforcement Training and Standards Board, shall work a minimum of eighty (80) hours during each pay period. A new officer shall begin working the normal work period/schedule as described in Section 16.2 of this Agreement once they have met the Minimum Standard Basic Law Enforcement Certification. A new officer shall not be scheduled to work holidays and receive holiday premium pay until they have been released from their field training program. During the holiday, new officer's schedules shall not be changed/altered and shall be paid their regular rate of pay for all hours as if they would have worked.

ARTICLE 17 - HOLIDAYS

Section 17.1 – Holiday Compensation

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. 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.

Section 17.2 – Holiday Compensation Options

During the first week of December each calendar year, officers shall notify the Chief of Police of how they wish to receive their Holiday Compensation throughout the year. At the sole discretion of the officer, they may choose from the following options:

- A. All holiday compensation hours as described in Section 17.1 will accrue and be paid during the standard work cycle in which the holiday(s) fall.
- B. All holiday compensation hours as described in Section 17.1 will accrue throughout the year and be paid in full during the first full pay period in December of each year. The Chief of Police or his designee shall tally

all holiday hours worked/not worked for each officer from December 1 until November 30 and submit for a one lump sum payment.

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 18 - SALARIES AND OTHER ECONOMIC BENEFITS

Section 18.1 - 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 18.2 - 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 18.3 - 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 18.4 - 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 18.5 - 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 18.6 - Shift Differential

All Officers and Sergeants shall receive additional compensation at the rate of forty (\$.40) cents per hour for all hours worked between 6 p.m. and 6 a.m.

Section 18.7 – Field Training Officer

Officers who are designated as certified Field Training Officers (FTO's) shall receive additional compensation for the extra responsibility of the assignment. Said compensation shall be one (\$1.00) dollar per hour for all hours the officer is performing in the capacity as a Field Training Officer. An officer's certification shall be made by the Illinois Law Enforcement Training and Standards Board (or its out of state equivalent).

ARTICLE 19 – UNIFORMS AND EQUIPMENT

Section 19.1 – 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 Chief of Police (or his/her designee) to replace the item or items in questions. 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 19.2 – Ballistic Protection Vest and Carrier

The City shall provide officers with properly fitting ballistic protection vests and external vest carriers. The vests shall provide a protection level equal to or greater than the highest caliber of duty weapon regularly carried by officers. The City agrees to replace the vests and external vest carriers every five (5) years or upon expiration of the vest. The replacement of the external vest carriers may not be required if they are not considered an approved piece of equipment at the sole discretion of the Chief of Police.

Section 19.3 – Damaged Property

The City agrees to repair or replace at their expense an officer's prescription eye glasses, contact lenses, prescription sunglasses, cellular phones or other approved items of personal equipment, if such are damaged or broken during the course of the officer's duties when the officer is required to exert physical force or is attacked by another person. The incident shall be documented through a written report.

ARTICLE 20 – DRUG AND ALCOHOL TESTING

Section 20.1 - Purpose and Definitions

The Parties desire to provide a safe working environment, to protect and preserve the rights of the Officers, and to safeguard the City and its Officers from liability.

“Confirmatory Test” and “Confirmatory Retest” means a drug or alcohol test that uses TLC (thin layer chromatography), HPTLC (high performance thin layer chromatography), or GLC (gas liquid chromatography) for initial screening; and GC/MS (gas chromatography/mass spectrometry) for the confirmation step.

“Drug” means a controlled substance as defined in Illinois Statutes, 720 ILCS 570/100, et seq.

“Drug and/or alcohol testing”: means analysis of a body component sample under one of the above testing procedures, including blood or urine for the purpose of measuring the presence or absence of drugs, alcohol or their metabolites in the sample tested. An electronic breath testing (EBT) device will be used for measuring the presence of alcohol. Only if the employee is medically unable to provide a urine sample or perform a breathalyzer test will blood be drawn.

“Officer” means a person covered by the terms of this Labor Agreement.

“Employer” means the City of Morrison acting through its Chief of Police or any authorized designee of the Chief of Police.

“Initial Screening” means a drug or alcohol test which uses a method of analysis as outlined in Article 20 and is capable of providing data as to general classes of drugs, alcohol, or their metabolites.

“Positive Test Result” means a finding of the presence of drugs or their metabolites per the established cut-off levels of the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) that the employee has used or consumed the specific drug.

“Reasonable Suspicion” means a basis for forming a reasonable belief based on specific identified facts and reasonable inferences drawn from those facts.

Section 20.2 - Prohibitions

No Officer shall be under the influence of any drug or alcohol while the Officer is working or while the Officer is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except to the extent authorized by a valid medical

prescription. No Officer shall use, possess, sell or transfer drugs or alcohol while the Officer is working or while the Officer is on the Employer's premises or operating the Employer's vehicle, machinery or equipment; except to the extent authorized by a valid medical prescription or when engaged in approved law enforcement activity. Officers shall be required to communicate any known effects of prescribed medications that may impair job performance to the Chief of Police. The Chief of Police may then require the officer to obtain a release by the prescribing physician before an officer may return to work if the valid medical prescription has any known effects that may impair job performance.

Section 20.3 - Drug and Alcohol Testing Permitted

The Employer shall be permitted to order Officers for drug and alcohol testing under these conditions:

- A. The Employer has reasonable suspicion that the Officer is in violation of the prohibitions set forth in the Section 20.2.
- B. When the Officer is involved in a traffic crash involving personal injury and/or damage to property exceeding five thousand dollars (\$5,000).
- C. When an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty pursuant to 50 ILCS 727/1-25.

Section 20.4 – Procedure for Testing

Before ordering an Officer to undergo drug or alcohol testing, the Employer shall provide the individual with a written notification form (attached hereto as Appendix G) on which to:

- A. Acknowledge that the individual has been given a copy of this drug and alcohol testing procedure at the time the request was made; and
- B. Provide objective facts and reasonable inferences drawn from those facts which form the basis of the order to test. The Officer shall be permitted reasonable time to consult with a representative of the Labor Council, but any such consultation shall not modify the obligation to complete such testing as soon as practicable but in no event later than the end of the Officer's shift or tour of duty. No questioning of the Officer shall be conducted, other than the general questions to ensure the immediate safety of the public, without first affording the Officer all rights provided, included but not limited to the right to representation, as provided in the Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. The parties agree that

refusal to submit to such a test may subject the Officer to discipline, but the taking of the test and the consent derived from this form do not constitute a waiver of any objections the Officer or Labor Council may later raise, including, but not limited to, the right to contest results as denoted in Section 20.11.

The Chief of Police, or his/her designee, shall accompany the involved Officer(s) from the time of those conditions as stipulated under Section 20.3. Drug and Alcohol Testing Permitted, through the conclusion of any drug and alcohol testing. Officer(s) will be afforded privacy from all individuals to include the Chief of Police or his/her designee when consulting with F.O.P. Labor Council Representatives and or F.O.P. Labor Council Attorney's or Private Attorney's at any time throughout the drug and alcohol testing process.

Section 20.5 – Test Sample

The test sample shall be obtained only at a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act or has been accredited by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.). A sufficient sample of the same bodily fluid or material shall be collected from an Officer to allow for initial screening, a confirmatory test and a sufficient amount of the same sample to be set aside and reserved for later testing. The procedures for taking the sample shall insure privacy to the Officers to the extent practicable, consistent with the need to prevent tampering with the sample.

Section 20.6 - Laboratory

All drug or alcohol testing shall use the services of a testing laboratory that is licensed pursuant to the Illinois Clinical Laboratory Act or has been accredited by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) and conforms to all S.A.M.H.S.A. standards. Said testing laboratory shall be responsible for maintaining the identity and integrity of the sample. Retention and storage procedures shall comply with the rules regarding proper preservation of evidence and all samples that produced a positive result shall be retained and properly stored for at least one (1) year. The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report only per the Medical Review Officer to the Chief of Police within three (3) calendar days after obtaining the final confirmatory test report. Positive results on an initial screening test shall not be reported to the Employer unless a positive result is obtained on the GC/MS gas chromatography/mass spectrometer confirmatory test of the same sample.

Section 20.7 - Notice of Test Results

All service providers will have a Medical Review Officer (MRO) as designated by

Health Services provide for any test. All positive tests will be reviewed only by the MRO at the Health Services provider for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the Employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will not be reported. A positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites listed above as indicated in the initial concentration levels.

Accepted practices for the collection and preservation of urine samples shall be followed as defined by S.A.M.H.S.A. standards. A similar amount of the sample shall be set aside and preserved for later testing. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program which provides for the extension of preservation of the split samples.

Within three (3) calendar days after receipt of the test result report from the testing laboratory, the Chief of Police shall inform in writing an Officer who has undergone drug or alcohol testing and provide copies of such results. The Employer will provide the Officer tested with an opportunity to have the reserved portion of the sample tested by a clinical laboratory or hospital facility of the Officer's own choosing, at the Officer's own expense, provided the Officer notifies the Employer within five (5) calendar days of receiving the notice from the Employer of the results of the test. The clinical laboratory or hospital facility chosen by the Officer must be accredited and conform to the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) standards.

Section 20.8 - Alcohol Testing

With regard to alcohol testing, for the purpose of determining whether the Officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. The foregoing standard shall not preclude the Employer from attempting to show the test results below .04 demonstrate that the Officer was under the influence to the extent to impair the Officer's ability to perform their duties consistent with Illinois law, but the Employer shall bear the burden of proof in such cases.

Section 20.9 - Re-assignment During Testing Procedures

No Officer shall be the subject of any adverse employment action, except emergency temporary re-assignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result.

Section 20.10 - Refusal to Undergo Testing

If any Officer refuses to undergo drug or alcohol testing as required by the Labor Agreement, the Chief of Police may recommend that the Officer be discharged from employment. The Officer and/or the Labor Council shall have the right to offer evidence in mitigation. Treatment and counseling may be offered as an alternative to or in conjunction with any discipline that may be appropriate. No officer who refuses to undergo drug or alcohol testing of a blood sample upon bonafide religious grounds shall be deemed to have refused unless the Officer also refuses to undergo drug or alcohol testing of a urine sample. The Officer's taking of the test shall not be construed a waiver of any objection or rights that the Officer may have under this Labor Agreement or applicable law.

Section 20.11 - Right to Contest

The Labor Council and/or the Officer, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Labor Agreement, contesting the basis for the order to submit to these tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Labor Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that the Officer may have with regard to such testing under applicable law.

Section 20.12 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require re-assignment of the Officer with pay if the Officer is then unfit for duty in their current assignment. The Employer shall make available a means by which the Officer may obtain referrals and a one-time in-patient treatment program. Any subsequent in-patient treatment program shall involve a Last-Chance Agreement regarding the Officer's continued employment with the City. All such requests shall be confidential, and any information received by the City, through whatever means, shall not be used in any manner adverse to the Officer's interests, except reassignment as described above. Any such voluntary request for assistance shall not prevent the Employer from seeking disciplinary action up to and including discharge for conduct that occurs before an Officer makes any voluntary request for assistance under this section.

Section 20.13 - Discipline

Use of illegal, controlled drugs at any time while employed by the Employer (except as may be required in the line of duty) shall be cause for discipline, including discharge. Nothing in this Section shall be construed to prevent an Officer from asserting

that there should be treatment in lieu of discipline in any disciplinary proceeding; or contesting any discipline that may be imposed under applicable federal or state discrimination laws. Officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. Officers who are taking prescribed over the counter medication that has known adverse side effects which interfere with the Officer's ability to perform their normal duties, may be temporarily re-assigned with pay to other more suitable police duties.

Section 20.14 - Compliance with Law

The City maintains a drug-free workplace policy. In the event an employee is convicted of any criminal drug statute, said employee shall notify the City no later than five (5) calendar days after such conviction. Failure to timely notify the City may result in disciplinary action. By law, if the City is involved in a federal and/or state contract or grant, the City shall notify the federal and/or state contracting Officer, if any, with ten (10) calendar days after receiving such notice from an employee or otherwise receiving such notice of a conviction, and may impose appropriate discipline within thirty (30) calendar days of receiving such notice.

ARTICLE 21 - 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 22 - 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 23 - 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, 2023, 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) calendar days prior to the expiration date unless the parties mutually agree otherwise.

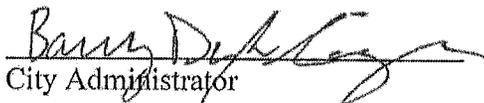
SIGNATURES

IN WITNESS WHEREOF, the parties herein have affixed their signatures this 9th day of SEPTEMBER, 2020.

For the City of Morrison:



Mayor



City Administrator



Chief of Police

For the Illinois FOP Labor Council:



Bargaining Unit Chairman



Bargaining Unit Member



Field Representative
Illinois FOP Labor Council

APPENDIX A – WAGE SCHEDULES

Effective	2.00% May 1, 2020	3.00% May 1, 2021	3.00% May 1, 2022
Start	\$21.86	\$22.51	\$23.19
After 1	\$22.75	\$23.43	\$24.13
After 3	\$23.74	\$24.45	\$25.18
After 5	\$24.07	\$24.79	\$25.54
After 7	\$24.45	\$25.18	\$25.94
After 10	\$24.82	\$25.56	\$26.33
After 12	\$25.18	\$25.94	\$26.72
After 15	\$26.59	\$27.39	\$28.21
After 17	\$26.99	\$27.80	\$28.63
After 20	\$27.40	\$28.22	\$29.07
After 22	\$27.81	\$28.64	\$29.50
After 25	\$28.22	\$29.07	\$29.94
After 29	\$28.64	\$29.50	\$30.39
Sgt +3%	\$29.50	\$30.38	\$31.29

APPENDIX B – GRIEVANCE FORM



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

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

Lodge/Unit No. / Year / Grievance No.

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

AGREEMENT TO EXTEND TIME LIMITS

The City of Morrison (hereinafter “the Employer”) 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 time limits for further processing 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 EMPLOYER

DATE

FOR THE LABOR COUNCIL

DATE

APPENDIX D – TRAINING REIMBURSEMENT AGREEMENT
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, Illinois 62704

I, _____, understand that under the U.S. Constitution I have the right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-Mail: _____

Employment Start Date: _____
Title: _____

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. Please check with your tax preparer regarding deductibility.

APPENDIX F – SERGEANT PROMOTIONAL PROCEDURE

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.

APPENDIX G – DRUG / ALCOHOL TEST FORM

MORRISON POLICE DEPARTMENT DRUG/ALCOHOL TESTING
NOTIFICATION

Officers shall receive a completed copy of this form prior to testing. Pursuant to Article 20 of the Labor Agreement between the City of Morrison and the Illinois Fraternal Order of Police Labor Council you are hereby notified that you are ordered to submit to a drug/alcohol test for the following reason(s):

(Check applicable statement)

_____ You were involved in a traffic crash involving personal injury and/or damage exceeding five thousand dollars (\$5,000).

_____ You discharged your firearm, causing injury or death to a person or persons, during the performance of your official duties or in the line of duty pursuant to 50 ILCS 727/1-25.

_____ You are returning from a sick leave or absence of sixty (60) days or more.

_____ Reasonable suspicion exists pursuant to Article 20 of the Labor Agreement set forth as below:

(use back side if necessary)

I acknowledge receipt of the drug and alcohol policy and procedure for testing. _____
(Officer Initials)

I understand that a positive result or a refusal to comply with this direct order may subject me to a disciplinary action.

_____ Employee	_____ A.M./P.M. Date	_____ Time
_____ Employer/Designee	_____ Title	
_____ Witness		

APPENDIX H – SCHOOL RESOURCE OFFICER

1. The Employer will post a formal notice to the bargaining unit announcing the creation of a new specialty position, which shall be the School Resource Officer (SRO). All interested bargaining unit officers with at least two (2) years of experience as a police officer shall then timely submit a letter of interest. The Chief of Police shall select the SRO from the pool of qualified applicants.
2. The SRO's regularly scheduled work week while school is in session will be Monday through Friday, from 7:30 AM to 3:30 PM. The SRO will work an additional two (2) hours during their normal work week continuously preceding or following with their normal work hours. Any time worked beyond their regular shift or in excess of one hundred sixty-eight (168) hours in the officer's normal work period of twenty-eight (28) days shall be paid out at the overtime rate as set forth in Article 16.
3. While school is in session, the SRO shall not be allowed to bid on regular overtime shifts unless all other available officers have already turned it down; and neither shall the SRO be considered available to be mandated to work open shifts during their normal work week while school is in session. Furthermore, the SRO shall not be mandated to work special events, parades, concerts, etc., unless they occur during the normal SRO work hours, or during summer break (so long as doing so does not conflict with the SRO's approved vacation requests).
4. The SRO shall continue to receive all holiday benefits as per the Collective Bargaining Agreement.
5. When school is not in session during school observed holidays, or during in-service days or winter or spring breaks, and if the SRO is not needed by the School District, the SRO shall work his/her regular SRO shift.
6. When school is not in session for the summer, the SRO shall work the normally scheduled twelve (12) hour shift rotation unless otherwise mutually agreed upon by the Chief of Police and the SRO. When the school year begins in the fall, the SRO shall return to the SRO schedule.
7. The SRO shall be subject at all times to emergency call-out, like any other officer in the bargaining unit.
8. The continuance of the SRO specialty position is contingent upon continued school and departmental funding and approval.

9. The SRO may be removed from their school assignment and returned to their prior assignment at the discretion of the Chief of Police. Removal from the SRO specialty position will not be grievable.
10. The Parties to this Memorandum of Understanding may return to the table in order to confer over whether they should add, delete, or amend any of the terms herein by mutual agreement.