PBLC

and

VILLAGE OF MORTON

Patrol Officers and Sergeants

May 1, 2016 – April 30, 2020

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the VILLAGE OF MORTON, an Illinois municipal corporation, (hereinafter referred to as the "Employer") and **the POLICE BENEVOLENT LABOR COMMITTEE** (hereinafter referred to as the "Union".) The individual persons covered by this Agreement are sometimes referred to as "Employees."

RECITAL

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the Employees in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as to adjust misunderstandings and grievances relating to Employee's wages, hours, and working conditions.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include all sworn peace officers in the rank of Patrolman, Detective, and Sergeant in the Morton Police Department.

Positions EXCLUDED from the above-described bargaining unit shall include all sworn police officers above the rank of Sergeant, non-sworn personnel, and any others excluded by the Illinois Public Labor Relations Act as now in force or as may be amended from time to time.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include but not be limited to the following:

1. To determine the organization and operations of the Morton Police Department;

2. To determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;

3. To set standards for the services to be offered to the public;

4. To direct the Employees of the Morton Police Department, including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule Employees subject to the powers, rules and regulations of the Board of Police Commissioners of the Employer;

6. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work or funds or other proper reasons;

7. To contract out work when essential in the exercise of non-police power;

8. To establish work schedules and to determine the starting and quitting time and the number of hours to be worked;

9. To establish, modify, combine, or abolish job positions and classifications;

10. To add, delete, or alter methods of operation, equipment, or facilities;

11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased;

12. To suspend, demote, discharge, or take other disciplinary action against employees for just cause, subject to the powers, rules, and regulations of the Board of Police Commissioners of the Employer; and

13. To add, delete, or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 3 - NO-STRIKE

Section 3.1. No-Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line by whomever established in connection with the line of duty.

Section 3.2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

Section 3.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 3.4. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 4 - GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an Employee or the Union against the Employer involving the meaning, interpretation, or application of the provisions of this Agreement. Any time period provided or under the steps in the grievance procedure may be mutually extended or contracted.

Step 1: The Employee, with or without a Union representative, may take up a grievance with the Employee's immediate supervisor within fifteen (15) calendar days of its occurrence or circumstance giving rise to a grievance or when first known by the grievant. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

Step 2: If not adjusted in Step 1, then grievance shall be reduce to writing on the grievance form attached to the parties' agreement as Appendix A and presented by the Lodge to the Chief of Police within fifteen (15) calendar days following the receipt of the supervisor's answer in Step 1. The Chief of Police shall attempt to adjust the grievance as soon as possible and therefore will schedule a meeting with the Employee, his immediate supervisor or shift commander, and Union representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief of Police shall, within fifteen (15) calendar days of the meeting, render a decision based on the information supplied during the meeting. If the resolution of the grievance requires the expenditure of funds beyond available budgeted funds, or would require the deviation from village personnel policies, the grievance shall be referred to Step 3. In the event that Step 2 is utilized and not adjusted, the grievance shall bypass Step 3 and be referred to Step 4.

Step 3: If the grievance is not resolved prior to this Step, the grievance shall be reduced to writing and presented by the Union to an Employer's Grievance Committee composed of a representative from the employer appointed by the President of the Board of Trustees, and the Chief of Police within fifteen (15) calendar days following the receipt of the supervisor's answer in Step 1. Within twenty (20) calendar days after the grievance has been filed with the Employer's Grievance Committee, the Committee shall meet, at a mutually agreeable time and place, with the Union and the grievant to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Employer's Grievance Committee shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4: If the grievance is not resolved prior to this Step, the matter shall be referred for arbitration by written request by the Union made within fifteen (15) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

A. The Employer and the Union shall each appoint a representative to the arbitration panel. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman or the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list until there is one name remaining. The parties shall determine by flip of a coin who shall strike the first name from the list. The remaining individual shall be the third party and the chairman of the panel. The parties may agree to waive tri-partite arbitration and proceed with a single neutral arbitrator.

B. The arbitrators shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The

arbitrators shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the neutral arbitrator. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to all parties in interest.

C. The arbitrators shall issue their decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or, if no conference or hearings are required, then from the date when the final grievance documents are submitted to them.

D. The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted.

E. The decision of the arbitrators shall be final and binding to the parties concerned in the grievance.

F. The cost of the arbitration panel shall be borne equally by the Union and the Employer.

G. If the arbitration board calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Union.

H. The arbitrators may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 5 - IMPASSE

The parties agree that if necessary they will use the impasse resolution procedure pursuant to 5 ILCS 315/14 of the Illinois Compiled Statutes.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 6.1. Uniform Police Officers Disciplinary Act

All Employees shall be entitled to all rights accorded them under the Uniform Police Officers Disciplinary Act as now in force or as may from time to time be amended, and the Employer shall follow any procedures required under said Act.

Section 6.2. Discipline Procedure

All disciplinary matters shall remain under the jurisdiction of the Chief of Police subject to the laws of the State of Illinois and the rules and regulations of the Village of Morton Police Commission.

Section 6.3. Police Commission

In the event the Village of Morton Police Commission refuses to hear and make a ruling on the appeal of any suspension involving the loss of pay, imposed by the Chief of Police, then in such case employees shall have the right to have such suspension reviewed pursuant to the Grievance and Arbitration Article of this Agreement. Said review would commence with Step 2 of the Grievances and Arbitration Article of this Agreement.

ARTICLE 7 - INDEMNIFICATION

Section 7.1. Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6 of the Illinois Complied Statues. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 of the Illinois Compiled Statutes or the Village of Morton liability insurance limit, whichever is greater.

Section 7.2. Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-1-6.

Section 7.3. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

Section 7.4. Applicability

The Employer will provide the protections set forth above where the officer cooperates, as defined in paragraph entitled "Cooperation", with the Employer in defense of the action or actions claimed. If a final non-appealable judgment is entered determining that the officer was acting outside the scope of his employment, the Employer's liability for damages shall be as provided by Illinois law.

ARTICLE 8 - INJURY IN LINE OF DUTY

The Employer agrees to comply with all provisions of 5 ILCS 345/1 and 820 ILCS 320/10 of the Illinois Compiled Statutes as now in effect, or as may from time to time be amended. Employees agree to comply with all provisions of the aforesaid law.

ARTICLE 9 - NON-DISCRIMINATION

Section 9.1, Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 9.2. Non-Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement but rather through the appropriate local, state or federal agency.

Section 9.3. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 9.4. Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 10 - LABOR-MANAGEMENT CONFERENCES

Section 10.1. Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be held at mutually agreeable times and locations. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting.

Such meetings shall be limited to:

A. Discussion on the implementation and general administration of this Agreement.

B. A sharing of general information of interest to the parties.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of Morton. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 10.2. Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for

the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless both parties agree.

ARTICLE 11 - SAFETY ISSUES

Section 11.1. Safety Committee

The Employer shall appoint a designee(s) to represent him in meetings with the Union to discuss safety issues.

The Union will supply a list of designees (not more than one for each shift) in writing to the Employer as safety representatives from the bargaining unit.

The above representatives agree to meet as necessary and requested by either party within ten (10) days after a written notice by either party requesting such a meeting.

Any report or recommendation which may be prepared by either party as a result from such meeting will be reduced to writing and copies submitted to the Employer and the Union.

Section 11.2. Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his/her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable stops to assure that all equipment necessary to the performance of the employees on duty is in safe working condition.

ARTICLE 12 - SUBCONTRACTING

Section 12.1. General Policy

It is the policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product, or in the event of an emergency.

Section 12.2. Part-Time Employees

It is the policy of the Employer to continue to utilize full-time employees as police officers, except as provided in Section 12.3.

Section 12.3. Auxiliary Police

Nothing in this Article shall prohibit the Employer from utilizing the Morton Auxiliary Police as per past practice of the Employer, provided such use is consistent with Illinois law.

Section 12.4. Notice of Change in Policy

Except in cases of an emergency, when the Employer contemplates changing its policy involving subcontracting or work in the bargaining unit area, and such changes amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on the bargaining unit. Such negotiations shall commence within ten (10) calendar days of the Union's receipt of the Employer's notice, unless the parties agree otherwise. Impasses in such bargaining shall be resolved as provided in Article 5, Impasse.

ARTICLE 13 - SENIORITY

Section 13.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment covered by this Agreement from the date of last hire, unless otherwise expressly stated herein.

Section 13.2. Shift Scheduling

Patrol Division shifts shall be selected based on a seniority bid system and further governed by the terms of the parties' Side Letter of Agreement. Probationary employees may be assigned at the discretion of the Employer following the Patrol Division shift bid.

This does not prohibit shifts being changed due to then existing emergencies, which can be filled on a basis other than solely seniority. For purposes of this Article, "emergencies" shall not include staffing shortages resulting from the short-term absence of other employees, but shall mean natural disasters, riots and other unforeseen occurrences that necessitate temporary changes in shift assignments to address the emergency. At the conclusion of the emergency, officers shall be returned to the shifts they bid.

Section 13.3. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the agreement became effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 13.4. Termination of Seniority

An employee shall lose seniority rights and his seniority broken when he:

A. Resigns; or

B. Is discharged for just cause; or

C. Accepts gainful employment without the approval of the Employer while on an approved leave of absence from the department; or

D. Is absent for five (5) consecutive scheduled work days without reasonable notification or authorization; or

E. Is laid off for more than three years; or

F. Fails to report for work within 14 calendar days after having been recalled from layoff; or

G. Otherwise ceases employment.

ARTICLE 14 - LAYOFF AND RECALL

Section 14.1. Layoff

Where there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Union in writing no later than sixty (60) days prior to such layoff, and layoffs may be initiated by the Employer. The Employer will provide the Union with the names of all employees to be laid off prior to the layoff.

Probationary employees, temporary, and part-time employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employee with the least amount of seniority shall be laid off first. The date of seniority will be based on the seniority list as provided pursuant to Article 13 Sec. 3 (Seniority). All employees shall receive notice in writing of the layoff at least sixty (60) days in advance of the effective date of such layoffs.

Section 14.2. Police Officers

In the event of a layoff of employees covered by this Agreement, the Employer agrees not to hire any personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

Except as set forth in this Article 14, layoffs and rehiring of employees covered by this Agreement shall be in accordance with 65 ILCS 5/10-2.1-18 of the Illinois Compiled Statutes.

Section 14.3. Recall

It is understood that recall rights will be limited to thirty-six (36) months.

ARTICLE 15 - REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 15.1. Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that the elected officials of the Union shall be permitted reasonable time off, to attend general, board, or special meetings of the Union, provide that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 15.2. Grievance Processing

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the on duty shift supervisor or the Chief of Police; or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operations of the Employer.

Section 15.3. PBPA State or National Conventions

Two employees who have been chosen as a delegate to a PBPA state or national Convention will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for a period of time not to exceed three (3) days per calendar year to attend such Convention. Employees shall be permitted to utilize accrued paid leave (except for sick leave and emergency leave) for purposes of remaining in a pay status during such leave. Conflicts between leave under this provision and previously approved vacation time shall be resolved in favor of vacation time.

Section 15.4. Union Negotiating Team

Members designated as being on the Union negotiating Team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Chief of Police; such permission shall not be unreasonably denied. Said employee(s) shall be subject to immediate recall to duty. If a designated Union team member is on regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

Section 15.5. PBLC Representatives

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with employees of the local Union and representatives of the Employer concerning matters covered by this Agreement provided such visits do not interfere with the operations of the Employer.

Section 15.6. Examine Records

The Union or a representative shall have the right to examine time sheets and other record pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable time with the written consent of the affected employee.

ARTICLE 16 - EMPLOYEE SECURITY

Section 16.1. File Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file upon payment of a fee of $0.10 per page for the cost of copying.

It is expressly understood by both parties that this Section and Section 16.3 of this Article shall not apply to Investigative records maintained by the Employer and further that Investigative records are not available for inspection by an employee, except as provided in Section 16.8 of this Article.

Section 16.2. Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 16.1 of this Article.

Section 16.3. Limitation on the Use of File Material

It is agreed that at the time of inclusion of any documents in an employee's personnel file or other file used by the Employer for employment decision-making purposes, the employee shall be given a copy. It is agreed that any material and / or matter not available for inspection, as provided in Section 16.1 above, shall not be used in manner or any forum adverse to the employee's interest. It is expressly understood that this Section shall not apply to investigative files and records except that Section 16.8 will apply to use of said records.

Section 16.4. Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement which will be included in the file.

Section 16.5. Unfounded Material

Any information of an adverse employment nature which is determined to be unfounded, unsustained, or material relating to action for which the employee has been exonerated, shall not be used against the employee in any future proceedings, and will be removed from the employee's personnel file.

Section 16.6. Verbal and Written Warnings

The Employer shall supply to the employee a notice of verbal warning in writing indicating the date and substance of the verbal warning. The Employer agrees to remove from the Employee's personnel file, reference to any verbal warnings twelve (12) months after the date of issue and written warnings thirty-six (36) months after the date of issue.

Section 16.7. Employee Representation

Employees covered by this Agreement shall have the right to a Union representative with him/her at all stages of interrogation, whether formal or informal. Nothing in this Section shall dilute any Illinois law allowing Union representation for an employee. Employees shall have the right to Union representation during all stage of disciplinary actions including but not limited to grievance arbitration.

The employee may request that the interrogation cease, and in such event the employee shall not suffer any consequences because of such request. It is the responsibility of the employee to exercise any rights he/she has under this Section and the Employer is under no responsibility to see that same are exercised.

The Union representative may present evidence or testimony on behalf of the accused employee, may examine and / or cross-examine, and present argument in support of the accused employee claim or claims at any formal hearing on same but not otherwise.

Section 16.8. Investigative Files

The Employer and the Union understand the need for investigative files. The Employer agrees that upon completion of any investigation as it applies to members of the bargaining unit the following shall apply:

A. If the Employee is charged, a request for a copy of the investigative file by the Employee shall be honored by the Employer.

B. If unfounded or unsubstantiated, the information contained in said file shall not be used in any form adverse to the employee.

C. If unfounded or unsubstantiated, the investigative file shall not become any part of the personnel record of the employee.

ARTICLE 17 - DUES AND DEDUCTIONS

Section 17.1. Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Treasurer of the Union from the pay of all Employee's covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon Employee's written request. At the time such deductions are remitted to the Union, the Employer shall include a list of all employees for whom such deductions were made, the employees' status as members or non-members, and the amount deducted.

The Union hereby indemnifies and agrees to hold the Employer 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 Employer for the purpose of complying with the provisions of this Section.

ARTICLE 18 - COMPENSATION

Section 18.1. Base Salary Schedule

The 2016 annual base salary schedule shall be increased as follows effective May 1, 2016:

	Step A	Step B	Step C	Step D
Patrolman/Detective	$ 48,540	$50,968	$53,517	$64,316
Sergeant				$72,064

The 2017 annual base salary schedule shall be increased as follows effective May 1, 2017:

	Step A	Step B	Step C	Step D
Patrolman/Detective	$ 49,632	$52,114	$54,721	$65,763
Sergeant				$73,686

The 2018 annual base salary schedule shall be increased as follows effective May 1, 2018:

	Step A	Step B	Step C	Step D
Patrolman/Detective	$ 50,873	$53,417	$56,089	$67,407
Sergeant				$75,528

The 2019 annual base salary schedule shall be increased as follows effective May 1, 2019:

	Step A	Step B	Step C	Step D
Patrolman/Detective	$ 52,145	$54,753	$57,491	$69,093
Sergeant				$77,416

A. The Chief of Police, at his sole discretion, may hire a new Employee at a salary rate between Step C and Step D, providing said Employee has been certified as a Police Officer by the Illinois Law Enforcement Training and Standards Board, or similar agency of another state, and has prior police experience.

   Should the Chief of Police exercise this option it is understood that the new Employee's salary will remain at the hiring level until said employee is eligible for increases as provided by Sections 18.2, 18.3, or 18.4 of this Article.

   The new officer may not be placed in a position in the Pay Plan that exceeds their actual months of service with another law enforcement agency(s).

   This Section (A) shall not apply to officers with less than 12 months experience with another law enforcement agency(s).

   New officers hired pursuant to this Section shall start with zero years of seniority regardless of the prior months of service with another law enforcement agency(s).

B. For those employees eligible for any retroactive adjustments, same shall be made and paid within forty-five days (45) of the execution of this Agreement.

Section 18.2. Longevity

Employees shall receive the following increase on the first pay period following the date required service time is completed:

Required Years of Employment	Longevity Increase Added to Base Salary
3	2% of base salary
6	4% of base salary
9	6% of base salary
12	7% of base salary
15	8% of base salary
18	9% of base salary
21	10% of base salary

**Base Salary is obtained from Section 18.1 of this Article.*

Section 18.3. Merit Pay

Any merit pay increases (i.e. any pay greater than Step C one year in the base salary schedule not including longevity pay which is earned based solely on years of service) that may from time to time be granted by Chief of Police shall be subject to the following guidelines:

A. Any such increases apply only to full-time Employees.

B. An employee, to be eligible for a merit increase, shall have been employed at least for a consecutive period of one year, three months, and one day.

C. Merit pay increase shall only be granted upon six-month intervals, namely May 1 and November 1 of each calendar year. Once awarded, an employee shall continue to receive merit pay unless good cause is shown for its loss. If lost, merit pay may be regained by demonstrated correction or improvement of the behavior which led to its loss.

D. The length of time an Employee has been employed for purposes of determining their eligibility shall be determined upon each May 1 and November 1 as applicable.

E. Any merit pay increase that is granted shall not exceed fifty (50) percent of the difference between the pay schedule for Step C and Step D of the Base Salary Schedule.

F. Subsequent increases for merit pay shall be such that the Employee receives no greater than twenty-five (25) percent of the difference between Step C pay and Step D pay at any such time that the increase is granted.

G. The intent of these guidelines is to make it clear that the fastest possible method of increasing an Employee's salary between Step C and Step D would be for an increase of fifty (50) percent at the first eligible date and an increase of twenty-five (25) percent on each applicable subsequent date.

H. The above guidelines are to be considered as the maximum limitation on increase and shall not be construed as any indication that such increase is to be considered automatic or necessary. It shall be the responsibility of the Chief of Police to fairly determine whether or not an Employee is entitled to any merit pay increase. Such increases shall not be unreasonably withheld. Employees not receiving the maximum merit increase or losing any portion of merit increases previously awarded shall be provided with specific written reasons for their failure to do so. Disputes regarding merit increases shall be resolved through the grievance procedure.

Section 18.4. Incentive Increases

Employees shall be eligible for a yearly incentive increase from zero (0) to three (3) percent of base salary. Said incentive increase shall be determined as follows:

A. An Employee shall be entitled to a one (1) percent increase in the event they have not missed more than two (2) unexcused days of work due to sickness during the calendar year for which such determination is made.

Excused sick leave, as defined below, shall not count against the employee for the purpose of determining the incentive increase based upon unexcused sick leave.

For the purpose of this Article, an Employee may receive excused sick leave, by submitting to the Chief of Police, a report from the employee's physician indicating that said employee has been treated by the physician for a specified illness or injury and that due to said illness or injury the employee was unable to perform his duties on the days the employee was absent.

Employee use of sick leave for family illness as provided in Article 22 (B) shall be considered excused and not count against the employee for determining the incentive increase so long as an employee does not use more than one unexcused day in a consecutive seven (7) day period. The following examples solely to illustrate the intent of the parties with regard to the use of family sick leave, member sick leave and potential incentive increases:

Example 1: An employee who utilizes one family sick leave day during a consecutive seven (7) day period as well as an unexcused sick leave day for employee use shall have the unexcused sick leave day and the family sick leave day count as two unexcused days from work.

Example 2: An employee who utilizes one family sick leave day during a consecutive seven (7) day period as well as one (1) excused sick leave day for employee shall not have either day count as unexcused from work.

Example 3: An employee who utilizes more than one family sick leave day during a consecutive seven (7) day period shall have all of the days counted as excused days from work so long as they provide documentation of medical care.

These provisions are only for the purpose of determining eligibility for this incentive increase and are not intended to modify any of the provisions of Article 20 of this Agreement.

It is understood by both parties that it is the employee's responsibility to submit said physician's report to the Chief of Police within thirty (30) days of the absence, if the employee desires the sick leave to be excused.

B. An Employee shall be entitled to a one (1) percent increase in the event he achieves a firearms qualification of "Expert" or higher. The qualification shall be based on the total average score for the year under consideration.

C. An Employee shall be entitled to a one (1) percent increase provided that he passes a fitness program. The fitness program shall be determined by and administered by the management team of the Police Department. The Management Team shall determine what constitutes "passing" and it may encompass periodic qualification.

D. Any incentive increases that are earned will be subject to the following:

1. They will be earned based on the previous calendar year's activity, and any such percentage would be based upon the base salary in effect on April 30th of the following year.

2. Any such increase shall be non-cumulative and shall be in effect only for the one-year period immediately following the year for which such incentive was awarded.

E. No Employee shall be eligible for an incentive increase unless they have completed one year of employment.

Section 18.5. Acting Supervisor Pay

Effective upon ratification of this Agreement by both parties, when there is no on duty supervisor on a patrol shift, the Chief or his designee shall designate a patrol officer to serve as "officer in charge" of the shift. Such designation shall be clearly marked on the schedule by highlighting or some other notation. Employees so designated shall receive pay of $25.00 per shift while working in the capacity as officer

in charge. To be eligible for compensation under this Section, an employee must be serving as the officer in charge for a minimum of four (4) hours.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

Section 19.1. Work Schedule; Regularly Schedule Shifts

All Employees shall be assigned to a regularly scheduled shift based upon a duty cycle of twenty-eight (28) days. All overtime shall be determined in conjunction with said work schedule unless otherwise specifically provided for herein.

A. Work schedules shall be posted for bid each twelve (12) week period on or before the eighth (8th) week of the preceding twelve (12) week period, and filled on the basis of seniority.

B. Employees assigned to work an eight (8) hour shift may be scheduled for work a total of twenty (20) days per duty cycle. Within each duty cycle employees will be scheduled for eight (8) days off (i.e. not less than two days off in a row).

C. Employees assigned to work a ten (10) hour shift may be scheduled for work a total of sixteen (16) days per duty cycle within each duty cycle employees will be scheduled for twelve (12) days off (i.e. not less than two days off in a row).

Section 19.2. Shifts and Hours of Employment

Based upon the seniority bidding process, all Patrol Division (e.g. patrol officers and patrol sergeants) employees shall be assigned to a predetermined shift consisting of eight (8) or ten (10) hours per shift.

Employees working eight (8) hour shifts shall be scheduled to work a continuous eight (8) hours. Employees working ten (10) hour shifts shall be scheduled to work a continuous ten (10) hours.

Section 19.3. Overtime

If an Employee works overtime, said employee shall receive overtime pay in the amount of one and one half (1 ½) times their hourly adjusted salary for such time worked in excess of said shift. Overtime shall be computed in increments of fifteen (15) minutes.

Section 19.4. Holiday Overtime Pay

If an Employee works overtime, as defined in Section 3, on a holiday as defined by this Agreement, said Employee shall receive Holiday Overtime pay at the rate of two and one half (2 ½) times their hourly adjusted rate in addition to holiday pay set forth in Section 20.1(a).

Section 19.5. Calculation of Hourly Rate

For the purposes of determining the hourly rate to be used in calculating any overtime or holiday pay due Employees, the following formula shall be used:

$$\text{Hourly Rate} = \frac{\text{Official Monthly Rate x 12}}{2080}$$

The hourly rate of pay shall include any base pay, plus longevity, plus incentive pay. This rate of pay is an employee's "Hourly Adjusted Pay Rate." The hourly adjusted pay shall be the amount used in the calculation of pay for any overtime pay, holiday pay, court time, compensation time, call-back time, or vacation day buy back.

Section 19.6. Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly assigned working hours. Employees reporting back to the Employer's premises at a specific time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated at the overtime rate for the actual time worked, whichever is greater.

Section 19.7. Court Time

Employees covered by this Agreement who are required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. For the purpose of this Section the court appearance shall relate solely and specifically to their duties as an employee of the Village of Morton. It is not the intention of this Section to cover non-employment related court appearances.

Section 19.8. Compensatory Time

In lieu of receiving payment for overtime worked, as defined in Section 19.3, an Employee shall be entitled to accumulate compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked. Any said accumulated compensatory time may be used subject to the mutual agreement of the Employee and the Chief of Police. Employees may use no more than one-hundred twenty (120) hours hours of compensatory time in a one-year period. It is further understood that an employee may not accumulate more than eighty (80) hours of compensatory time, and after that an Employee shall be paid for any overtime worked. Employee requests for compensatory time off shall not be unreasonably denied and shall be granted in a like and consistent manner.

Section 19.9. Grant Overtime

The Employer may offer overtime to employees based upon specific grants. If the terms of such grants require the Village to compensate employees for overtime on the cash basis only (e.g. no compensatory time), it shall be posted as such and employees shall be notified when they sign up for grant overtime that payment is limited to cash only.

Section 19.10. Responsibility to Work Overtime

A. The Union and its Employee members acknowledge that bargaining unit work must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of the bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the refusing Employee to discipline.

B. Overtime shall be offered for volunteers according to current practices; the officer with the least charged overtime who is not scheduled to work shall be first offered the overtime opportunity. Overtime shifts may be split among officers. If the officer with the least charged overtime declines or accepts only one-half of the shift, the full or half shift shall be offered to the officer with the next least charged overtime and so forth until the opportunity is accepted. In the event the overtime is not filled, the Chief of Police or his designee shall order into work the Employee who was first offered the overtime shift, i.e. the officer with the least charged overtime.

C. Employees shall have the ability to volunteer to work a consecutive sixteen (16) hour shift to prevent another employee from being forced to work except when such consecutive sixteen (16) hours involves the 3rd to 1st shifts.

D. In the event of an emergency, the provisions of Paragraph B above shall not apply and any overtime shall be filled in such manner as the Chief of Police deems appropriate.

Section 19.11. Meals and Breaks

A regularly scheduled shift consists of eight (8) or ten (10) hours on duty. During said shift, Employees shall be permitted to suspend patrol, if police duties permit and subject to immediate call at all times, for the purpose of having meals during their tour of duty but not for more than thirty (30) minutes. Employees are also entitled to one fifteen (15) minute break per shift, during which time they are subject to immediate call at all times. The aforesaid mealtime and break time are included within the regularly scheduled shift, and Employees shall be entitled to eight (8) or ten (10) hours pay for said shift. All other portions of the Morton Police Department Manual concerning meals and breaks shall continue to apply.

ARTICLE 20 - HOLIDAYS

Section 20.1. Holiday Pay

A. Employees shall receive seventy two (72) hours of holiday pay at their hourly adjusted rate in addition to their regular salary. Payment of these hours will occur once per fiscal year on or about November 15th of said year. It is

understood by both parties that this Section shall apply only to those employees working the entire fiscal year.

B. Employees working less than the entire fiscal year will receive eight (8) hours pay for each holiday that occurs while they are employed by the Village.

C. In addition to the compensation set forth in Section 20.1 (A) above and in addition to the employee's regular salary for all hours worked, employees working on a holiday shall be compensated as follows:

(i) if an Employee works scheduled hours on a holiday as defined in Section 20.2, said Employee shall receive one (1) time their hourly adjusted rate for each hour worked in addition to Section 20.1(a) compensation.

(ii) Overtime worked on a holiday shall be paid as set forth in Section 19.4.

(iii) This compensation shall be in addition to their regular salary for said day.

D. Except for holiday pay as compensated for in Section 20.1 (A), employees may choose to receive holiday compensation in the form of cash or compensatory time or a combination thereof.

Section 20.2. Holidays

For the purpose of this Agreement, the following days are considered as holidays:

A. New Year's Day
B. Good Friday
C. Memorial Day
D. Independence Day
E. Labor Day
F. Thanksgiving Day
G. Friday immediately after Thanksgiving
H. The day before Christmas
I. Christmas Day

Effective upon execution of this Agreement, a "holiday" for purposes of the compensation set forth in this article shall extend from the beginning of 3rd shift on the day preceding the holiday to the end of 2nd shift on the day of the holiday which shall be a period of twenty-four (24) hours.

ARTICLE 21 - VACATIONS

Section 21.1. Vacations Defined

Full-time employees shall be entitled to a paid vacation subject to the conditions stated in this Article. Vacations are paid by reason of time earned. Employees will become eligible for vacation any time during the calendar year they complete one year of service, however new employees must complete a minimum of six (6) months of service before taking any vacation time. Employees will continue to be eligible for the amount of vacation, as described in the following schedule, in the calendar year that the complete the required years of service.

While employees may be able to take vacation anytime during the calendar year that it is earned, it is understood by both parties that an Employee does not actually earn the vacation time until completion of the required number of years of service. Employees who retire, resign, or who are terminated shall receive pay for any vacation time earned but not taken. If an employee has taken vacation which has not yet been earned and then terminates employment, the amount so taken shall be deducted from his final pay or otherwise paid back by the Employee.

Section 21.2. Amount Earned

The following is the schedule of vacation benefits:

A. Employees with one year of completed service shall receive five (5) days of paid vacation.

B. Employees with two years of completed service but less than five years of completed service shall receive ten (10) days of paid vacation.

C. Employees with five years of completed service but less than eleven years of completed service shall receive fifteen (15) days of paid vacation.

D. Employees with eleven years of completed service but less than twelve years of completed service shall receive sixteen (16) days of paid vacation.

E. Employees with twelve years of completed service but less than thirteen years of competed service shall receive seventeen (17) days of paid vacation.

F. Employees with thirteen years of completed service but less than fourteen years of completed service shall receive eighteen (18) days of paid vacation.

G. Employees with fourteen years of completed service but less than fifteen years of completed service shall receive nineteen (19) days of paid vacation.

H. Employees with fifteen years of completed service shall receive twenty (20) days of paid vacation.

Section 21.3. Vacation Scheduling

The following procedure shall apply with respect to the scheduling of vacations:

A. Vacations may be taken anytime during the calendar year, however the Chief of Police may designate certain dates where no vacations may be scheduled. Such dates shall be clearly posted on the calendar in the Roll Call room and shall contain a brief description as to the reason the days are excluded from selection (i.e., training, maximum number off reached, etc.)

B. Vacations must be approved by the Chief of Police. The Chief of Police has final authority on approving all vacations and he has the right to limit the number of personnel on vacation at a given time in order that sufficient personnel are available to operate the department. Under no circumstances shall adequate police services be curtailed for vacation purposes; provided, however, that at least one officer per shift per day shall be permitted to take vacation leave. Officers, who submit forty (40) hours or more of consecutive vacation time and have no more than one (1) conflicting day with no more than one (1) other officer who has already been granted approved vacation leave for the conflicting day, shall too have that conflicting day approved.

C. Employees may submit requests for vacation for the subsequent (or upcoming calendar) year beginning on November 1st through and including November 15th. Such requests shall be granted on the basis of seniority on or before November 30th. After November 15th, vacations shall be granted on a first-come, first-serve basis. Vacation time requests received on the same day shall be considered as the same time and the employee with the greatest seniority, by date of hire, shall be given preference. The Chief of Police or his designee shall date and sign all vacation requests upon receipt. Further, the Chief of Police or his designee shall immediately make available to the requesting employee a copy of the dated and signed request.

D. Except as provided in Subsection E, vacations may not be carried over from one calendar year to the next, unless in case of emergency and then only with the consent of the Chief of Police.

E. The Chief of Police at his sole discretion may allow an employee to carry-over five (5) vacation days to the following calendar year, providing the employee can justify a request to carry over vacation time. The employee must use the vacation time in the year it is carried to or forfeit said time.

   Requests for said carry-over must be submitted to the Chief of Police prior to September 30 of the calendar year.

   The scope and intent of this provision is to allow employees the periodic opportunity of an extended vacation. This provision is not to allow an

employee to continuously "bank" vacation time in excess of that which is earned in the calendar year.

It is understood that the Chief of Police has sole discretion in making the aforementioned determination and that this Subsection E, is not the subject to the Article on Grievance Procedure and that the grievance procedure may not be invoked with respect to same.

F. Vacations taken in segments of less than forty (40) hours will be granted on the basis of availability of manpower to insure the effective coverage of a shift.

G. Vacations not scheduled by October 1 of the calendar year shall be assigned by the Chief of Police at his discretion.

H. If an employee has earned fifteen (15) days or more of vacation he, at the discretion of the Chief of Police, which shall not be unreasonably denied, sell back to the Village up to five (5) vacation days. The employee will be paid for such time at their hourly adjusted pay rate.

ARTICLE 22 - SICK LEAVE

A. Accrual: Each full-time employee shall accrue eight (8) hours of sick leave for each calendar month of employment. Said sick leave may be accrued up to a maximum cap of nine hundred sixty (960) hours. Any employee who has on the first day of the calendar month nine hundred sixty (960) hours of accumulated sick leave excluding any sick leave awarded in that calendar month shall be paid a stipend in the amount of fifty ($50.00) for that calendar month.

B. Use: Sick leave is paid leave due to an illness, injury, or medical appointment of the employee or the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent on the same terms the employee is able to use sick leave. The Employer may request written verification of the employee's absence.

C. Reporting: An employee who is absent from work because of illness is responsible for reporting to the supervisor in advance (at least 30 minutes), and will be expected to keep his supervisor informed of his or her progress on a regular basis. The Supervisor shall have the discretion and authority to determine whether or not an employee is entitled to sick days and may allow, at his discretion, fractional days. In the event of an employee's absence for 3 or more days, a doctor's note verifying the illness will be required upon the return. A note from a physician will also be required if any employee has established a pattern of recurring frequent absences.

D. Donation of Sick leave: The Employer desires to provide a mechanism by which employees may donate accumulated sick leave to another employee who has a medical emergency and who has exhausted his or her available paid leave. The decision to donate sick leave to another employee is a choice to be made freely by each employee. No person shall attempt to unduly influence another employee to donate sick time. In order to receive sick time donated from another employee, all of the following criteria must be met:

a. The employee receiving the donated hours must have exhausted all his or her available paid sick leave.

b. The employee receiving the donation must suffer from a serious and prolonged medical condition which is defined to mean a physical or mental impairment that substantially limits the ability of the individuals to perform the essential functions of the individual's job, which cannot be accommodated through reasonable accommodations.

c. The Employer possesses sufficient medical documentation to establish that the employee receiving the donation suffers from a serious and prolonged medical condition.

An employee desiring to donate hours shall submit a written Donation Request, on a form made available by the Village of Morton. No employee may donate more than one-half of the amount of annual leave he or she would accrue during one calendar year. Donations shall be irrevocable once the Donation Request form is submitted to the Village. Hours shall not be returned or refunded to the donor in any event once the Donation Request is completed. The individual receiving the donated hours of sick leave may not accrue more than the nine hundred sixty (960) hours in donated sick leave.

E. Termination: Upon termination of employment for any reason whatsoever, of an Employee's employment, no payment shall be made for accrued sick days.

ARTICLE 23 - FUNERAL LEAVE

Employees shall be entitled to funeral leave, which is exclusive of emergency leave days, based on the following:

A. If a death occurs in the immediate family of an employee, up to three (3) days special leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave, or compensatory time.

B. Leave granted under Section A of this Article may be extended for an additional two (2) days at the sole discretion of the Chief of Police should unusual conditions exist. These conditions may include but are not limited to, the employee being required to travel extensive distances to attend services.

The additional two (2) days leave granted under this Section shall be granted by the Chief of Police in a uniform manner.

C. For the purpose of Section A, "immediate family" is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandchild of the employee.

D. If a death occurs to a close family member of the employee a maximum of one (1) day special leave will be allowed that employee at full pay. Said day will not be charge to vacation, sick leave, or compensatory time.

E. Leave granted under Section D of this Article may be extended for an additional two (2) days should unusual conditions exist. These conditions include but are not limited to, the employee being required to travel extensive distances to attend services. Employees shall make any requests for additional time to the Chief of Police or his designee. Approval for additional time shall not be unreasonably denied and shall be granted in a uniform manner. The additional days shall be charged to available vacation or compensatory time.

F. For the purpose of Section D, "close family member" is defined as grandparent, uncle, aunt, or first cousin of the employee. Relative by marriage are not included in this Section.

G. Evidence satisfactory to the Chief of Police must be presented as to the death and relationship to the employee. It is understood by both parties that leave will only be granted under Sections A and B, or Section D of this Article and that leave will not be granted under both Sections A, B, and D for the same occurrence.

ARTICLE 24 - EMERGENCY LEAVE DAYS

Section 24.1. Number of Days

Full-time Employees shall be entitled to emergency leave days on a calendar-year basis, the number of which shall be determined as follows:

Years of Employment	Emergency Leave Days
Less than one year	0
One year & less than two	1
More than two years	2

Section 24.2. Purpose

An emergency leave day shall not be used to extend a vacation or holiday period and shall not be taken in less than one-hour increments. The purpose and intent of emergency leave days is to allow an Employee to conduct essential personal business,

~~and~~ family business, or to assist with family medical needs that cannot otherwise be conducted outside of the Employee's normal working hours. All emergency leave days shall require the consent and approval of the Employee's supervisor.

Section 24.3. Unused Days

In the event an Employee has not used all of the emergency leave days in a calendar year, they shall be forfeited and not carried over for use in a subsequent year. Employees shall not be additionally reimbursed or otherwise compensated for unused emergency days.

ARTICLE 25 - INSURANCE

The Employer shall maintain the present insurance coverage and Employees will not be required to pay any premiums with respect to the same except as stated below. The current deductibles shall remain in effect.

Effective May 1, 2016, employees shall contribute towards the costs of dependent insurance premiums as follows:

Individual - $0

Employee + child - $75

Employee + spouse - $100

Family - $125

Effective May 1, 2017, employees shall contribute towards the cost of dependent insurance premiums as follows:

Individual - $0

Employee + child - $75

Employee + spouse - $100

Family - $125

Effective May 1, 2018, employees shall contribute towards the cost of dependent insurance premiums as follows:

Individual - $50

Employee + child - $100

Employee + spouse - $125

Family - $150

Effective May 1, 2019, employees shall contribute towards the costs of dependent insurance premiums as follows:

Individual - $75

Employee + child - $125

Employee + spouse - $150

Family - $175

Attached to this Agreement is a booklet setting forth the various procedures and benefits of the insurance plan.

The Employer shall pay for the usual and customary charges for various services. The Employer shall have sole discretion in determining the usual and customary charges. An Employee, after determining the cost of any proposed procedure, may contact the Village to determine the amount of the procedure that would be covered by Village insurance. The Village Business Manager is the person the Employee should contact.

The current dental plan shall remain in effect as is, and a summary of the benefits with respect to same is attached hereto. An Employee, after determining the cost of any proposed dental procedure, may contact the Village to determine the amount of the dental procedure that would be covered by Village insurance. The Village Business Manager is the person the Employee should contact.

ARTICLE 26 - REIMBURSEMENT FOR PERSONAL PROPERTY

The Village agrees to pay ordinary and reasonable expenses up to Five-Hundred $500.00 Dollars for the replacement of an Officer's personal property if the damage, loss or breakage occurs while the employee was reasonably acting in the line of duty. Any damage or breakage must be documented as well as the incidents surrounding the same within three (3) days. This provision shall not apply to property damaged as a primary result of the Employee's negligence.

Upon payment by the Village to an Officer, the Village shall be subrogated to the rights of the Officer with regard to the damage, loss, or breakage, and the Officer shall execute any and all documents necessary to assign his interest in the claim of the Village. Further, the Officer shall cooperate fully with the Village in pursuing a claim or claims against third parties to recover for the damage, loss, or breakage.

Section 26.2. Reimbursement and Restitution

Subject to the foregoing, the Employer shall then as soon as practical reimburse the Employee for any of the above-covered damage. If restitution is subsequently made it is understood that any such restitution shall be paid to the Employer.

ARTICLE 27 - EDUCATION BENEFITS

Employees who wish to pursue educational courses may receive financial assistance from the Village. The Village will reimburse one hundred percent (100%) of the cost of tuition and those textbooks required for each course. Laboratory fees and other fees and charges are not reimbursable. The reimbursement for tuition for lower division courses (i.e. freshman and sophomore level sources) shall not exceed the semester hour rate then in effect at Illinois Central College. The reimbursement for tuition for upper division courses (i.e. junior and senior level courses) shall not exceed the semester hour rate then in effect at Illinois State University. Employees seeking reimbursement under this Policy shall be required to apply for financial assistance, with any reimbursement by the Village based on the net tuition cost after financial assistance. In order to be eligible for reimbursement, courses must be:

1. Offered by an accredited college or university.

2. Directly related to the employee's current position or other positions to which the employee might reasonably be promoted or transferred; and

3. For the purpose of:

    a. Directly improving the knowledge, skills, abilities, or job performance of the employee;

    b. Preparing the employee for technological or other changes occurring in the employee's career field; or

    c. Preparing the employee for a change in duties, functions or responsibilities or for the assumption of new and different duties, functions, or responsibilities.

Master's level courses and degree programs require approval by the Board of Trustees. No doctoral or post-doctoral course or degree program will be approved since no position with the Village requires such a degree.

Employees who desire to receive assistance under this Policy shall seek the approval of the Chief of Police prior to enrollment. Employees shall take courses on their own time. Upon successful completion of an approved course or courses, the employee shall submit to their Chief of Police a grade report reflecting a grade of "C" or better and receipts for tuition and textbooks in order to receive reimbursement. All claims for reimbursement must be submitted within sixty (60) calendar days of course

completion. Reimbursement shall be for a maximum of two (2) courses per school term (i.e., semester, trimester, quarter).

An employee desiring reimbursement under this Policy shall sign a form stating their intention to remain employed by the Village for two (2) years following the date of such reimbursement. In the event an employee ceases employment with the Village before the expiration of the aforesaid two (2) year period, then the employee will reimburse the Village for one hundred percent (100%) of the amount previously paid by the Village.

Employees that wish to receive financial assistance from the Village pursuant to this Policy shall authorize the Village in writing to withhold form his/her paycheck any or all amounts required to reimburse the Village as provided above.

ARTICLE 28 - DRUGS AND ALCOHOL

Section 28.1. Statement of Policy

It is the policy of the Union and the Employer that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established rights of the employees.

Section 28.2. Probationary Employees

It is expressly understood that the Employer may require drug and alcohol test(s) and/or screening(s) for any probationary employees. The following provisions apply only to employees who have completed their probationary period.

Section 28.3. Prohibitions

Employees shall be prohibited from:

A. Consuming or possessing alcohol at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicles while said employee is engaged in Village business; (Section 28.3.A shall not apply to those occasions an employee is authorized to consume or possess alcohol as allowed by department policy);

B. Illegally selling, purchasing, possessing, or delivering any illegal drug; or being under the influence of any illegal drug;

C. Being under the influence of alcohol during the course of the work day;

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 28.4. Provisions for Alcohol

If a command officer has reason to believe an employee has been consuming alcohol prior to reporting to duty and at said time has alcohol in his blood; or if a command officer has reason to believe an employee has been consuming alcohol while on duty, other than in the line of duty as defined by Department policy, then the following procedures shall apply:

A. On the first such occasion the Employee shall be required to take a breath test to determine the alcohol content of his blood. If the Employee refuses to submit to the test or fails to successfully complete the breath test, the Employee shall be sent home for the day. The Employee shall also be subject to sanctions as provided in Section 28.4.C. If the test results show a blood alcohol content of 0.02% or more, the Employee shall be sent home and shall be subject to the provisions of Section 28.4.C.

B. On the second such occasion within a two (2) year period following a previous refusal to submit to or successfully complete a breath test; or of being on duty having a blood alcohol content of 0.02% or more; the Employee shall be required to submit to a breath test.

   If the employee fails to submit to, fails to successfully complete said test, or if the test results show a blood alcohol content of 0.02% or more the Employee shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

C. An Employee who has been found in violation of Section 28.4.A shall be subject to disciplinary action as defined by the applicable Discipline Article of this Agreement. In addition, the Employer may require the Employee to take a leave of absence to seek assistance through an established alcohol abuse rehabilitation program. The Employee shall be able to use any compensation time or vacation time as the Employee may have accumulated or sick leave in order to participate in such a program.

   If such a program is required, successful completion is required within one year. Failure to complete such a program within one year shall be the basis for dismissal.

D. An Employee, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

E. For any subsequent occurrences except as defined in Section 28.4.B, the procedures set forth in Section 28.4.A and Section 28.4.C shall apply except when the employee has already sought rehabilitation through an established

alcohol rehabilitation program. In such a case, the Employee is not entitled to leave again to participate in such a program.

F. The above procedures shall not apply in the event an Employee is called to duty and he was not otherwise on call.

G. It is understood by both parties that the percentage (%) of alcohol listed in subsection A and B of this Section shall not apply to those Employees who can be proven to have been consuming alcohol while on duty.

Section 28,5. Provisions for Illegal Drugs

If a command officer has reason to believe an on duty employee has been taking and / or is under the influence of an illegal drug(s), then the following procedure shall apply:

A. The employee shall be required to submit to a test(s) to determine the presence of an illegal drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

The employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the Employee shall be sent home for the day with pay. The Employee may use any compensation time he has for said day.

Any Employee who fails to complete all test(s) required by the Employer shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

B. If the results of the test(s) requested by the Employer are negative, no further action against the Employee shall be taken and all compensation time used by the Employee during such investigation shall be restored.

C. If the test(s) results of the Employee are positive, the Employee shall be immediately relieved of duty and shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

Section 28.6. Provisions for Abuse of Legal Drugs Other than Alcohol

If a command officer has reason to believe an on duty employee is under the influence of legal drugs other than alcohol and said drugs are adversely affecting the employee's performance or the command officer has reason to believe the Employee is abusing legal drugs, other than alcohol, then the following procedure shall apply:

A. The Employee shall be required to submit to a test(s) to determine the presence of said drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

   The Employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the Employee shall be sent home with pay.

   Any Employee who fails to complete all test(s) required by the Employer shall result in disciplinary action as defined by the applicable Discipline Article of this Agreement.

B. If the results of the test(s) requested by the Employer are negative, no further action against the Employee shall be taken and all compensation time used by the Employee during such investigation shall be restored.

C. If the test(s) results of the Employee are positive, the Employee shall be immediately relieved of duty and the Employee shall be advised confidentially by the Chief of Police to see assistance through an established drug rehabilitation program or his family physician.

D. Any Employee, who by his own admission, is determined to have a drug abuse problem as defined in Section 6 of this Article shall be granted leave without pay to see assistance through an established drug rehabilitation program. The Employee shall be able to use any compensation time or vacation time as the Employee may have accumulated or sick leave in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

E. Any Employee who admits he has a drug abuse problem or who has been determined to be abusing legal drugs and refuses to seek rehabilitation through an established drug abuse rehabilitation program is subject to disciplinary action as defined by the appropriate Discipline Article of this Agreement.

F. Any Employee who has completed a drug rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time the leave was granted.

G. Any employee who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the Employee's return to work.

H. Any Employee, who after completing a drug rehabilitation program as set forth in Section 28.6.D who tests positive for legal drugs and is found to be abusing said drugs shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

I. An Employee who is found to be abusing legal drugs prescribed as a result of an injury in the line of duty shall be treated as a continuation of Workman's Compensation.

Section 28.7. Tests to be Conducted

When conducting tests authorized by this Agreement the Employer agrees that all testing will be conducted in compliance with the Standards and Procedures for Testing for Alcohol and / or Other Drugs by Breath, Blood, and / or Urine Analysis as defined by the Illinois Department of Public Health.

A. Breath tests will be conducted only upon certified breath testing instrument(s), by licensed operators.

B. Employees who desire to have a blood test in addition to the taking of a breath test may do so, as long as they submit to the test within 2 hours of having taken the breath test and said test within 2 hours of having taken the breath test and said test is in compliance with the above Standards and Procedures for testing Alcohol and / or Other Drugs.

C. The cost of any test(s) requested by the Employer will be borne by the Employer. The cost of any test(s) requested by the Employee or the Union will be borne by the Employee or the Union.

D. When a party requests a blood or urine test(s) a sufficient sample of the same bodily fluid will be collected to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the other party.

E. The Employer agrees that a chain of custody will be maintained on all samples collected, other than breath, to insure the integrity of the identity of each sample.

F. Both parties agree to provide the other party with copies of all information and reports received in connection with testing and the results.

G. The Employer agrees that the collection of samples will be conducted in such a manner as to preserve the individual Employee's right to privacy,

insure a high degree of security for the sample and its freedom from adulteration.

H. The Employer will require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or forum adverse to the Employee's interests.

Section 28.8. Random Testing

In addition to the other provisions of this Article, all employees shall be subject to the random drug-testing program administered by the Village for all its other employees, subject to the following requirement:

A. Employees shall be part of the village's Non-DOT employee pool.

B. The annual testing pool shall be no more than 25% of the total employees in the Non-DOT pool.

C. Testing shall not be done more often than four times per year.

D. Testing shall be done while employees are on duty either on a regular pay or overtime basis depending upon the shift of the employee.

ARTICLE 29 - UNIFORMS

Section 29.1. Initial Issue

The Employer shall provide an initial issue to each employee covered by this Agreement as outlined in Appendix B. At the discretion of the Employer, but in a like and consistent manner, any new employee who provides their own approved equipment and uniform items and therefore does not require certain items from the attached list shall receive an amount of compensatory time equivalent to the value of the items not required to be provided by the Employer.

Section 29.2. Uniform Allowance

The Employer shall provide an annual cash allowance to all employees in the amount of Nine Hundred Fifty ($950.00) Dollars per year. Said allowance(s) will be paid on June 1st of each year of this Agreement retroactively effective to May 1, 2016.

Newly hired employees shall receive a prorated share of the annual clothing allowance.

Section 29.3. Plain Clothes Allowance

In addition to the allowance paid in Section 29.2, the Employer shall provide a cash allowance to the officers assigned to the Detective Division on a full-time basis on May 1st, the amount of Two-Hundred ($200.00) Dollars per year. Said allowance(s) will be paid to these officers on June 1st of each year of this Agreement.

Section 29.4. Ballistic Vest

The Employer shall provide each officer at no charge a ballistic vest. Such vests shall be replaced by the Employer at either the manufacturer's recommendations or as recommended by the National Institute of Justice.

Section 29.5. Termination of Employment

Employees shall be permitted to keep all items, including their weapon purchased with clothing/equipment allowances upon their termination of employment with the Village of Morton. This provision shall include any firearms purchased with the above allowance(s). Employees shall be required to return to the Village all items issued to the Employee by the Employer upon termination of employment.

ARTICLE 30 - GENERAL PROVISIONS

Section 30.1. Family Inoculation

The Employer agrees to pay all expenses for inoculation or immunization, at a facility designated by the Employer, for the Employee and for members of an Employee's family when such becomes necessary as a result of said Employee's exposure to the Hepatitis B virus where said Employee has been exposed to said virus in the line of duty.

Section 30.2. Bulletin Boards

The Employer shall provide the Union with sufficient space on available bulletin boards, or provide bulletin boards on a reasonable basis, where non are available, for the purposes of the Union.

Section 30.3. Payroll

All employees must have their payroll checks directly deposited into their accounts.

Employees may have their payroll checks deposited in up to six different accounts at participating financial institutions. Employees shall provide the Employer with deposit and financial institution information as well as authorization to make said deposits on a form provided by the Employer. Changes in payroll deduction requests shall be limited to four (4) per calendar year.

Employees who are members of CEFCU may continue to have payroll deductions made to CEFCU as per past practice.

Nothing in this Section should be construed as requiring employees to utilize any particular financial institution for direct deposit of their payroll check.

Employees shall be paid on a bi-monthly basis. Payday shall be on the 15th day and last day of the month. In the event this day falls on a weekend or holiday, payday shall occur on the business day immediately preceding the weekend or holiday.

Section 30.4. Jury Duty

Employees required to attend Jury Duty while on duty will be paid as per past practice of the Village.

Section 30.5. Residency of Employees

All non-probationary Employees covered by this Agreement shall reside in or within twenty (20) miles of the Police Department, with the exception of the Department canine officer who must reside in the Village or Township of Morton.

Section 30.6. Field Training Officers

Effective upon ratification of this Agreement by both parties, employees performing the duties of field training officer shall receive an additional $1.00 per hour for all hours working in the capacity as field training officer.

ARTICLE 31 - COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations, which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32 - SAVINGS

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 33 - DURATION AND SIGNATURE

Section 33.1. Term of Agreement

This Agreement shall be effective from May 1, 2016 and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party not more

than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

For purposes of this Paragraph, notice shall be given to the person at the place designated below:

For the Village of Morton:

The Mayor of the Village of Morton, or

Davies-McGrath Law Office PC
1600 South 4th Avenue, Suite 137
Morton, IL 61550

For the Union:
PBLC
840 S. Spring, 1st Floor
Springfield, IL 62704

Designated representative is Eric Poertner. The Union further indicates that, in the event it desires to change its designated representative, it shall duly notify in writing the Employer of same.

Section 33.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse procedure are continuing for a new Agreement or part thereof between the parties.

Dated this _____day of _____ 20____ at Morton, Illinois

For the Village of Morton	**For the Union**
Jeffrey L. Kaufman	
President of Board of Trustees	PBLC Labor Representative
Chief of Police	Steve Brock
Chief Negotiator	Jason Cabell

Ryan White

Attest:

Village Clerk

than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

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Dated this _____day of _____ 20____ at Morton, Illinois

For the Village of Morton	**For the Union**
_____	_____
President of Board of Trustees	PBLC Labor Representative
_____	_____
Chief of Police	Steve Brock
_____	_____
Chief Negotiator	Jason Cabell

than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

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Designated representative is Eric Poertner. The Union further indicates that, in the event it desires to change its designated representative, it shall duly notify in writing the Employer of same.

Section 33.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse procedure are continuing for a new Agreement or part thereof between the parties.

Dated this _____day of _____ 20____ at Morton, Illinois

For the Village of Morton	**For the Union**
	/S/ Eric L. Poertner
_____	_____
President of Board of Trustees	PBLC Labor Representative
_____	_____
Chief of Police	Steve Brock
_____	_____
Chief Negotiator	Jason Cabell

APPENDIX A – GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____

Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature PBLC Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature PBLC Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature PBLC Representative Signature

EMPLOYER'S STEP THREE RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

STEP FOUR

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature PBLC Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

REFERRAL TO ARBITRATION

_____ _____

Person to Whom Referral Given **Date**

_____

PBLC Representative

APPENDIX B – UNIFORM AND EQUIPMENT LIST

Quantity	Item
1	Reversible Rain Coat
1	Duty Coat
1	Garrison Style Hat w/ silver snakestrap
1	Garrison Style Hat raincover
1	Portable radio w/charger and lapel mic
1	Ballistic Vest with extra carrier
1	Weapon with 3 magazines – Law enforcement issue
1	Ammo as required for issued magazine capacity
1	Employee Id card
1	On duty holster
2pr	handcuffs with keys
1	oc spray can
1	collapsible baton
3	badges (2 reg. 1 hat)
1	Trouser belt
1	duty belt
1	baton holder
2	handcuff case
1	disposable glove pouch
1	double magazine pouch
4	belt keepers
I	tie bar
2	ties
2	dickies with turtlenecks of choice
1	o.c. spray holder
3pr	ss shirts
3pr	ls shirts
3pr	pants
1	shirt nametag
1	coat nametag
1 pr	PD collar insignia
1	ticketbook holder
1	storage locker
1	portable radio case w/ swivel clip

Investigator

1	Detective badge
1	Plain clothes 'Paddle back" holster with thumb break

OFFICIAL DUES DEDUCTION FORM

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704.

____ Full membership @ $38.00 per month

Signature: _____

Print name: _____

Date: _____

SIDE LETTER OF AGREEMENT

SIDE LETTER OF AGREEMENT entered into originally in 2006 and now modified on July 5, 2011, by the Village of Morton and ("the Employer") and the Police Benevolent Labor Committee ("the Union") is as follows:

WHEREAS, the parties have recently concluded negotiations for a successor collective bargaining agreement; and

WHEREAS, as part of their negotiations, the Employer and the Union have agreed to certain work hours and shifts as well as shift bidding by seniority and provisions for granting bargaining unit employees paid time off; and

WHEREAS, the parties wish to commemorate certain understandings reached during collective bargaining regarding these issues without making extensive changes to the body of their collective bargaining agreement

THEREFORE, the parties agree:

1) **Memorandum**:This Memorandum shall be appended as a part of the parties' collective bargaining and subject to the grievance procedure.

2) **The Work Hours and Shifts**: Effective with the first seniority shift bid in August 14, 2011, the shifts as well as the starting and quitting times shall be as follows:

1st Shift:	0600 to 1400
2nd Shift:	1400 to 2200
3rd Shift:	2200 to 0600
4th Shift:	1900 - 0300
5th Shift:	1100 - 1900

The parties acknowledge the change in shift hours is being done on an experimental basis, leaving the 4th and 5th Shift hours as were previously agreed to. Both parties agree that it may be necessary to modify the 4th Shift to 1800 - 0200 and the 5th shift from 1000-1800. However, both the Union and Employer must agree to the modification to the 4th and 5th shifts prior to its implementation.

DAY

	A	B	SHIFT C	Sgt
Sunday	0	1	0	1
Monday	1	1	0	1
Tuesday	1	0	1	1
Wednesday	1	0	1	1
Thursday	1	1	1	0
Friday	1	1	1	0
Saturday	0	1	1	1

SECOND SHIFT

	E	F	G	H	Sgt
Sunday	2	0	2	2	0
Monday	0	2	2	2	0
Tuesday	0	2	0	2	2
Wednesday	2	2	0	2	2
Thursday	2	2	2	0	2
Friday	2	4	2	0	2
Saturday	2	0	2	2	2

THIRD

	I	J	SHIFT K	Sgt
Sunday	0	3	3	3
Monday	0	3	3	3
Tuesday	2	3	3	3
Wednesday	3	3	0	3
Thursday	3	3	0	3
Friday	3	0	3	0
Saturday	3	0	3	0

RELIEF SHIFT(S)

	D	Sgt
Sunday	5	2
Monday	0	2
Tuesday	0	2
Wednesday	5	0
Thursday	1	0
Friday	5	3
Saturday	5	3

3) Shifts shall be assigned by allowing employees to bid on the foregoing shifts according to seniority in rank. Shift assignments as bid shall be continued for a period of twelve (12) weeks until the next bidding process has been conducted and such new bids become effective, unless the parties mutually agree to extend a particular twelve (12) week period. Once an employee has bid a shift, he shall not be moved from that shift to another shift without the payment of overtime for all hours worked on a non-bid shift except as follows:

a) Shift "D" shall be designated by the parties as the "Relief Shift." Employee who bid or are assigned this shift may be moved to either 1, 2nd or 5th shift hours at the discretion of the Employer or by mutual agreement. The Employer agrees to make a good faith effort to notify the employee three (3) days prior to moving their hours.

b) Employees working the "F" shift or the "I" shift may mutually agree to have their shift changed, but such change shall be limited to one day a week, and in the instance of the "F" Shift may only have their hours changed on Friday and in the instance of the "I" shift may only have their hours changed on Tuesday. The foregoing changes may be made mutual agreement at any time or by the Employer only if the schedule has not been posted. The Employer agrees not to withhold posting of the schedule for the purpose of altering employees shifts.

c) In those instances where the Chief of Police determines that a summer shift (consisting of twelve consecutive weeks during the period the school resource officer is available) is necessary for effective and efficient law enforcement procedures, he may post an additional shift for bidding during the bidding period in which such shift would fall. Employees shall bid this additional summer shift in the same manner as other available shifts (e.g. based on seniority) for the same period. In the event no employee bids the summer shift, the shift shall be given to the employee with the least seniority. Said summer shift may be established by the Employer as either an eight or ten hour shift but once established shall have specific starting and quitting times.

d) Where employees mutually agree with the Employer to change their shifts.

e) Sergeants working the Shift with the 2, 2, 2, off, off and 3, 3 schedule may have their shifts changed to the 2nd, 3rd, or 4th shift hours by the Employer or by mutual agreement. The Employer agrees to make a good faith effort to notify the employee at least three (3) days prior to any schedule change. The Employer shall not switch the employee to days and may not switch shifts that would result in more than the current double-back that occurs with the Saturday-Sunday shift(s). The employee's current fixed days off shall not be changed.

4) The foregoing provisions are not intended to prevent or limit employees from agreeing to change their shifts at the request of the Employer or by mutual agreement between employees subject to the approval of the Employer.

5) Employee's requests for time off shall be considered and granted and/or denied in a fair, like and consistent manner subject to the minimum manning requirements in effect as of the date of this agreement. Employees shall not be denied time off to accommodate the training needs of individual officers or the department even where the approval of such requests results in falling below minimum manning requirements thereby creating overtime.

6) Should the number of officers increase or decrease such as to affect the operational requirements of the Department, the Employer reserves the right to establish or reduce additional fixed shifts. However, no additional "Relief Shifts" may be established under the terms of this Agreement except by mutual agreement.

7) <u>On-Going Cooperation and Review:</u> The parties agree that they shall meet as often as deemed necessary for purposes of reviewing the terms of the Memorandum of Agreement and making such agreed adjustments as may be necessary to effectuate the terms hereunder. Any grievances raised by an employee or the Union shall first be discussed between the parties for resolution prior to initiating the steps of the grievance procedure in the parties' collective bargaining agreement.

Date: _____

FOR THE EMPLOYER
VILLAGE OF MORTON

Jeffrey L. Kaufman

_____

_____

FOR THE UNION POLICE
BENEVOLENT LABOR COM. (PBLC)

_____

_____

Ryan Lins

4) The foregoing provisions are not intended to prevent or limit employees from agreeing to change their shifts at the request of the Employer or by mutual agreement between employees subject to the approval of the Employer.

5) Employee's requests for time off shall be considered and granted and/or denied in a fair, like and consistent manner subject to the minimum manning requirements in effect as of the date of this agreement. Employees shall not be denied time off to accommodate the training needs of individual officers or the department even where the approval of such requests results in falling below minimum manning requirements thereby creating overtime.

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Date: _____

FOR THE EMPLOYER VILLAGE OF MORTON	**FOR THE UNION POLICE BENE VOLENT LABOR COM. (PBLC)**
_____	_____
_____	_____
_____	_____
	_____