

# ILLINOIS FOP LABOR COUNCIL

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and

## CITY OF MARION

**Patrol Officers, Sergeants, and Detectives**

**July 2024 – April 30, 2028**

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## ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Marion, an Illinois municipal corporation (herein referred to as "EMPLOYER"), and the Fraternal Order of Police, Williamson County Lodge #197, and the Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "UNION").

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 employees' wages, hours and working conditions.

In consideration of mutual promises, covenants, and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agent, do mutually covenant and agree as follows:

## ARTICLE 2 - 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 relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

INCLUDED: All full-time police officers of the Marion Police Department under the rank of Lieutenant.

EXCLUDED: The Chief of Police, the Assistant Chief of Police, captains, lieutenants, other employees of the department and other employees as defined in the Illinois Public Labor Relations Act.

## ARTICLE 3 - NON-DISCRIMINATION

### Section 3.1 Equal Employment Opportunity

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

### Section 3.2 Non-Discrimination

The Employer shall not discriminate against officers, and employment-related decisions will be made without regard to race, creed, color, sex, age, religion, national origin, sexual preference, and less than honorable discharge from the military of the officer; nor shall the Employer or the Union discriminate against officers as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Union will not discriminate against any officer who refuses to participate in any Union activities. The

Employer and the Union agree to comply with all applicable laws. Officers shall not be transferred, assigned, or re-assigned or have any of their duties changed for reasons prohibited by this section.

Any dispute or allegation concerning a claim of discrimination shall not be processed in the grievance procedure hereof, but rather shall be referred to the appropriate local, state, or federal agency or court. Employees furthermore are encouraged to comply with the Employer's policies pertaining to harassment and discrimination, including the Employer's grievance procedures for claims of this nature.

### Section 3.3 Use of 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 4 - DUES DEDUCTION

### Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

### Section 4.2 Dues

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

## ARTICLE 5 - MANAGEMENT RIGHTS

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this Agreement and the laws of the State of Illinois:

1. To determine the organization and operations of the 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 services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.

6. To direct the officers of the police department, including the right to assign work and overtime.
7. To suspend, demote, discharge and take other disciplinary action from relief from duty any officer for just cause.
8. To establish, implement, and maintain an effective internal control program.
9. Nothing herein is intended to limit or to be inconsistent with the Employer's management rights as provided for in Section 4 of the Illinois Public Labor Relations Act.
10. The parties agree to the necessity of employees maintaining physical fitness and they agree that they shall enter into discussion for the purpose of establishing minimum physical fitness standards.

## ARTICLE 6 - NO STRIKE

### Section 6.1 No Strike Commitment

Neither the Union nor any officer 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. Neither the Union nor any officer shall refuse to cross any picket line, by whomever established.

### Section 6.2 Resumption of Operations

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

### Section 6.3 Union Liability

Upon the failure of the Union to comply with the provisions of Section 6.2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 6.4 below.

### Section 6.4 Discipline of Strikers

Any officer who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 6.1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## ARTICLE 7 - RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14.

The Employer and Union agree that any arbitration hearings shall be held in Marion, Illinois, unless both parties agree otherwise.

#### ARTICLE 8 - BILL OF RIGHTS

If the inquiry, investigation, or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 et seq. of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative.

#### ARTICLE 9 - DISCIPLINE AND DISCHARGE

a. Discipline in the department shall be progressive and corrective in cases of remediable offenses and shall be designed to improve behavior and not merely punish it, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employees shall be afforded all of the rights set forth in the Peace Officers' Disciplinary Act, 50 ILCS 725/1, et seq.

The Employer shall have the authority to discipline employees as set forth in Illinois Compiled Statutes, and shall afford the employees those rights set forth therein and the following:

Discipline in the department shall be limited to oral reprimands, written reprimands, disciplinary suspensions and discharge. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall endeavor to establish working conditions that will be conducive to enhancing and improving employee morale and efficiency. Instructions will be given in a reasonable and constructive manner. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal; nor will an employee be used as an example to threaten other employees. When employees receive conflicting orders, they shall follow the last order given as long as they advise the supervisor who issued the latest order that there is a conflict. When discipline is required, it will be administered in a fair and equitable basis, based on the circumstances of the incident.

b. Employees may elect to have their discipline cases reviewed by either the Police and Fire Commission in accordance with the above cited statute and the currently existing rules and regulations of that body, or through the grievance procedure of this Agreement; Grievances of discipline by police officers shall be limited to appeals of reprimands or disciplinary suspensions of five (5) days or less. Appeals of suspensions above five days or termination may only be processed by the Police and Fire Commission;



c. In no event shall an employee be entitled to both a hearing before the Police and Fire Commission and an arbitrator under the grievance procedure;

d. Individual employees may file grievances concerning discipline and present them to the Employer and have them settled with the Employer without the intervention of the Union, provided, that the Union shall be notified by the Employer of any such grievance and shall be afforded the opportunity to be present at any conference concerning such grievances. Any resolution of such grievance filed by an individual employee shall be consistent with the Agreement;

e. Notwithstanding the right of individuals to file grievances and process them through Step 2 of the grievance procedure, only the Union shall have the right to refer grievances to arbitration;

f. Not more than twenty (20) days after receipt of the Employer's Step 3 response, the Union shall have the right to refer any such discipline grievance to arbitration. If the Union declines to refer the matter to arbitration, or if the employee elects on his own to request a hearing before the Police and Fire Commission concerning the discipline, the employee shall file with the Employer an election of forums for the discipline case, indicating which forum he has elected and waiving the right to seek arbitration. This choice shall be irrevocable. If the grievance is to be referred to arbitration, the notice of referral must be accompanied by a signed waiver of the employee's right to request a hearing before the Police and Fire Commission. This election shall also be irrevocable. In no event shall an employee have the right to both a hearing before the Police and Fire Commission and review by an arbitrator of the same discipline punishment.

## ARTICLE 10 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

### Section 10.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

The parties agree that disputes involving disciplinary action shall not be treated as grievances under this Article, but shall be subject to the appeal procedures set forth in the Rules and Regulations of the City of Marion Board of Fire and Police Commissioners.

All grievances must be presented no later than ten (10) business days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

### Section 10.2 Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor, if applicable.

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his safety.

### Section 10.3 Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 9.8 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

### Section 10.4 Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

### Section 10.5 Time Limitation

Grievances may be withdrawn at any step of the grievance procedure without establishing a precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

### Section 10.6 Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety or the safety of others.

### Section 10.7 Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The

employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

#### Section 10.8 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

##### Step 1

If no agreement is reached between the employee and the supervisor, as provided for in Section 2-Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Chief of Police no later than ten (10) working days after the employee was notified of the decision of the supervisor. Within five (5) working days after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.

##### Step 2

If the grievance is not settled at Step 1, the grievance may be referred in writing, within five (5) working days after the decision of the Chief of Police, to the Marion Mayor, and its Fire and Police Commissioner. Within ten (10) working days after the grievance has been filed with the Council, the Mayor and Commissioner shall meet with the Union and the grievant (either in person or, at either party's request, via conference call) to discuss the grievance and make a good faith effort to resolve the grievance. The Mayor and Commissioner shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

##### Step 3

If the grievance is not settled at Step 2 the grievance may be referred in writing, within five (5) working days after the decision of the Mayor and Fire and Police Commissioner to the Marion City Council. Within twenty (20) working days after the grievance has been filed with the Council, the Council shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Council shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

##### Step 4

If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Union within ten (10) working days after the Council's written decision or the expiration of the five (5) day period if the Council fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Employer and the Union shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The order of striking names shall be determined by a coin toss.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the panel to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitration panel shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitration panel shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

## ARTICLE 11 - LABOR-MANAGEMENT CONFERENCES

### Section 11.1

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 may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings and locations 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.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (e) Items concerning safety issues.

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 the City of Marion and the State of

Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

#### Section 11.2

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 discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### Section 11.3

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to two (2). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

#### Section 11.4 Safety Issues

Any report or recommendation concerning safety issues which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

### ARTICLE 12 - LAY-OFF

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Union in writing no later than fifteen (15) days prior to such lay-off. The Employer will provide the Union with the names of the officers to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least fifteen (15) days in advance of the effective date of such lay-offs.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department. Recall rights for employees on lay-off end and seniority is terminated once an employee is laid off for more than twenty-four months.

### ARTICLE 13 - EMPLOYEE SECURITY AND PERSONNEL FILES

#### Section 13.1 Just Cause Standard

No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

#### Section 13.2 Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

#### Section 13.3 Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (c) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

#### Section 13.4 Notification and Reply

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

#### Section 13.5 Limitation on Use of File Material

Written warnings or other documentation shall not be used in any manner or forum adverse to the officer's interests five (5) years after its issuance.

#### Section 13.6 Employee Additions to Personnel File

An employee may submit documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

## ARTICLE 14 - HOURS AND OVERTIME

### Section 14.1 Work Day and Work Week

The normal work week shall be defined as forty (40) hours in the seven-day period Saturday through Friday. The normal work day shall be defined as ten (10) consecutive hours. The definition of the normal work day and work week may be changed by mutual agreement between the Employer and the Union. The current practice with regard to meal periods and breaks shall remain in effect during this Agreement.

All time worked in excess of the hours worked in the normal work day and the normal work week shall be compensated as in Section 14.2.

### Section 14.2 Overtime Payment

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of ten (10) hours in a given work day. Hours worked in this Section and in Section 14.1 above include hours compensated for in furlough and holidays. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Employees may elect to receive compensatory time off in lieu of overtime payment. Employees shall accrue, in their compensatory bank, one and one half (1 1/2) times the hours worked if they elect to receive compensatory time in lieu of overtime payment. The employee must elect to receive compensatory time in lieu of overtime pay at the time the overtime is worked. An employee may accrue a maximum of forty (40) hours of compensatory time on the book at a given time. The bank of compensation shall be refillable.

Compensatory time shall be used at such times and in such time blocks that are agreed to by the Chief or his designee. Scheduling of compensatory time off is subject to the operating needs of the Department, and will not be granted where it would require another employee to be called back at overtime rates or where it would leave the Department with insufficient manpower on duty. Subject to the foregoing, the Chief shall not unreasonably withhold approval of requested compensatory time off.

At the end of the fiscal year, the City shall pay an employee, on the next regularly scheduled payroll, for all accrued but unused compensatory time. Compensatory time shall not roll over to the next fiscal year.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

### Section 14.3 Call Back

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

### Section 14.4 Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. If, within four (4) hours of a court appearance, an officer receives notice that his court appearance is cancelled, he shall receive one (1) hour of overtime pay.

### Section 14.5 Voluntary Overtime/Extra Shifts

Voluntary overtime assignments or extra shifts shall be offered on the needs of the City through the use of a voluntary bid program posted electronically on the City's electronic scheduling platform. All overtime bid opportunities shall be posted by the Chief of Police or his designee. Bid opportunities may constitute an entire ten hour shift or any portion thereof, as determined by the Chief of Police or his designee. Bids for voluntary overtime may be made by any sworn bargaining unit member that is not already working any portion of the shift or partial shift that is open for bid. Bidding officers shall place their name as well as the current date and time when placing their bid. For all non-special events, including but not limited to scheduled patrol shifts, patrol traffic details, SRO coverage, DUI/seatbelt/traffic hirebacks, and directed patrols, the most senior patrolman, regardless of rank, shall be considered to have won the available shift or partial shift. In rare instances when more than one officer is needed to fill a shift or partial shift as noted above, the corresponding number of bidding senior patrolmen needed shall be considered to have won the available shift or partial shift. All bids must be placed no later than twenty-four (24) hours prior to the beginning of the shift or partial shift at which time the bidding process shall close. At the twenty-four (24) hour deadline, if no patrolman has bid on the non-special event shift, the most senior investigation officer to have bid on the shift shall be considered to have won the available or partial shift. If there are no bids from patrolman or investigations officers as of the twenty-four (24) hour deadline, or if there is a call-in within the twenty-four (24) hour time frame, then patrol officers on the current outgoing shift will be offered the overtime based on seniority. If no officer from that group takes the full shift, the remaining full or partial shift will be offered to the oncoming patrol shift based on seniority. If an outgoing officer only requests to remain for a partial shift, and an officer from the oncoming patrol shift wants the entire shift, then the officer on the oncoming shift shall get the entire shift. If no officers from the outgoing and oncoming shifts take the open shift, the shift will be mandated to be split between the least senior patrol officer on both the oncoming and outgoing shifts. For all voluntary overtime offered for special events, including but not limited to parades, firework details, guest speakers, and sporting events, the most senior officer, regardless of assignment or rank, shall be considered to have won the available shift or partial shift. In instances when more than one officer is needed to fill a shift or partial shift for a special event, the corresponding number of bidding senior officers needed shall be considered to have won the available shift or partial shift. Voluntary overtime shifts may be cancelled or modified at any time by the Chief of Police or his designee if the needs of the City have changed. Any



officer(s) affected by such voluntary overtime shift cancellation or change shall be notified as soon as reasonably possible.

The City reserves the right to assign overtime when volunteers are not available or if a special need of the City exists. Inadvertent errors in the use of the voluntary overtime bid sheet shall not be subject to the grievance procedure.

#### Section 14.6 Exclusivity of Bargaining Unit Work

(a) Overtime: Non-bargaining unit person(s) shall not perform any overtime work that could be performed by the bargaining unit members.

(b) Normal Hours of Work: The parties agree, however, that full-time sworn police officers who are non-bargaining unit person(s) (i.e. the Chief, Assistant Chief of Police, captains and lieutenants) may periodically perform police duties, and are welcome and encouraged to assist and supplement bargaining unit persons in the performance of police duties, even police duties normally performed by the bargaining unit members, provided that their doing so does not replace or reduce the bargaining unit members' normal duties and/or normal hours of work.

### ARTICLE 15 - INDEMNIFICATION

#### Section 15.1 Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

#### Section 15.2 Legal Representation

Officers 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.

#### Section 15.3 Cooperation

Officer 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 15.4 Applicability

The Employer will provide the protections set forth in Section 15.1 and Section 15.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 15.3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article, all subject to the provisions of Illinois Compiled Statutes.

### ARTICLE 16 - SENIORITY

#### Section 16.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the total length of service or employment covered by this Agreement from the date of last hire. All newly-hired

employees shall serve a probationary period of twelve (12) months from their date of hire in the bargaining unit. During the probationary period, the employee may be subject to dismissal for any reason without access to the grievance procedure. Upon completion of the probationary period, the employee shall be granted seniority rights from his/her most recent date of hire.

## Section 16.2 Promotions

### 1. General

Promotions to the rank of Sergeant and General Criminal Detective Sergeant shall be conducted in accordance with the provisions listed below.

### 2. Vacancies

This Article applies to promotions for vacancies in the ranks of various positions of Sergeant. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continues to be funded and authorized by the City of Marion. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

### 3. Eligibility

All promotions shall be made from employees who meet the criteria listed below; if no employees meet all the criteria below, then all interested employees shall be considered and the Chief has the discretion to promote an individual who does not meet the minimum eligibility qualification required.

To test for Sergeant:	Officers must have three (3) years as a full-time police officer, with a minimum of (3) years at the Marion Police Department.
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To test for General Criminal Detective Sergeant:	Officers must have a minimum of three (3) years as a full-time General Criminal Detective at the Marion Police Department and be Lead Homicide Detective certified.
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### 4. Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on the promotional lists shall be based on the points achieved by the employee on promotional examinations, evaluations conducted, recommendations by Sergeants and the Administration, and ascertained merit on file with the City of Marion prior to the completion of the written promotional examination, consisting of the following components weighted as specified:

	<u>% Weights</u>
1. Written examination	30%
2. Ascertained Merit	10%
3. Oral examination	20%
4. Evaluations	20%
5. Administration Recommendation	10%
6. Sergeants Recommendation	10%

## 5. Test Components

### Written examination:

- A. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the City has identified and made readily available to potential examinees.
- B. All written test materials shall be available at least ninety (90) days before the written examination.
- C. The written examination shall be given first in the promotional process.

### Ascertained Merit:

One (1) point shall be awarded for each eight (8) hours of Police Service related certificate class work, including but not limited to any accredited course thru a Jr. College, College or University, up to a maximum of eighty (80) points. However, repeated attendance of the same classes shall not result in additional points beyond those awarded after the first instance of attendance. All candidates shall ensure ascertained merit is approved and on file with the City of Marion prior to the completion of the written examination for each testing period, no additional ascertained merit will be credited after the completion of the written examination for that list.

An Associates Degree in a Police Service related field shall be awarded ten (10) points.

A Bachelors Degree in a Police Service related field or Public Administration should be awarded twenty (20) points, unless an Associates Degree has already been awarded, in such a case an additional ten (10) points shall be awarded.

### Oral examination:

Any subjective component shall be identified to all candidates prior to its application, be job related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his/her score on the subjective component upon completion of the subjective

examination component or its application. The oral examination shall consist of ten (10) questions each with a value of ten (10) points. The oral examination shall be completed no fewer than thirty (30) days nor more than sixty (60) days from the posting of the written examination, unless the number of candidates require reasonable additional time to be permitted.

#### 6. Veterans' Preference

A person on the preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department (including this one) may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in 65 ILCS 5/10-1-16 and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his/her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

#### 7. Scoring of Components

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall be reduced by the rating factor assigned to component on the test and the scores of all components shall be added to produce a total score not to exceed 100 points. Candidates shall then be ranked on the list in rank order based on the highest to lowest points scored on all components of the test.

#### 8. Right to Review

The Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have the right to a review of the matter.

A grievance/arbitration procedure of this Agreement subject to the following conditions:

- 1) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test;
- 2) The grievance shall not involve any disputes regarding the points awarded on any component of the test, other than the accuracy of the mathematical computation of the points awarded.

#### 9. Order of Selection

The order of selection on a promotional register shall be established by all factors set forth above. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article IX of this Agreement.

#### 10. Maintenance of Promotional Lists

Final eligibility lists shall remain valid and unaltered for a period of three (3) years. The Employer shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are refilled not later than ninety (90) days after the occurrence of the vacancy.

### Section 16.3 Seniority List

The Union shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. The City agrees to provide any information necessary regarding the start dates for members of the unit. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes will be resolved through an internal process within the Union membership only. The City will abide by the list provided by the Union.

### Section 16.4 Personal Day Selection

Any dispute within a job classification as to the selection of a personal day shall be resolved by seniority.

### Section 16.5

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

### Section 16.6 Shift Bidding by Seniority

Non-probationary employees shall select their choice of shifts and days off on the basis of seniority. Such bidding shall be done during the months of November, March and July, such shift changes to take place on the first Saturday of the first payroll period in January, May, and September. Patrol Sergeants shall bid among themselves for Patrol Sergeant shifts in order of their time in the rank of Sergeant. If a change in an officer's shift assignment is required, such notice will be given to the individual officer not less than seven (7) days before the proposed change, unless the change is of an emergency nature. Notices of such schedule changes shall give the reason for the change and the beginning and ending date of the schedule change.

The Chief reserves the right to adjust such bids on the basis of the department's needed efficiency, effectiveness, and/or safe operation. Employees shall not have their current shift assignments adjusted unless on the basis of the department's needed efficiency, effectiveness, and/or safe operation, or by mutual agreement.

## ARTICLE 17 - F.O.P. REPRESENTATIVES

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

### Section 17.1 Grievance Procedure

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

### Section 17.2 Convention Delegates

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference 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 the period of time required to attend such Conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Police Department. Such requests shall not be unreasonably denied.

#### Section 17.3 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, unless a replacement must be called in at the overtime rate. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

### ARTICLE 18 - SAFETY ISSUES

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 a 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 officer will notify his 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 steps to protect employees during working hours in the performance of their duties, and employees shall at all times do those things that reasonably protect their safety and that of fellow employees.

Each officer who incurs a bodily injury while on duty shall report the nature, extent and circumstance of such injury in writing to his shift supervisor by the end of the duty shift during which the injury occurred, or when the incident report is filed. If the injury is such that the officer is incapacitated to the extent that he cannot make such report during such shift, he shall do so during his next regular shift or as soon as practicable.

Upon written request, employees covered by this Agreement shall be issued a ballistic vest, which shall be replaced by the Employer prior to the end of the fifth year following the initial issue. Once issued by the City, wearing the vest on duty will be mandatory.

Officers assigned to the detective division shall be issued a ballistic "raid" jacket. Such jacket will remain with the detective division regardless of which officer is assigned as a detective.

### ARTICLE 19 - BULLETIN BOARDS

The Employer shall provide the Union with space for a bulletin board for purposes of the Union.

## ARTICLE 20 - LEAVES OF ABSENCE

### Section 20.1 Bereavement Leave/Death in Family

The Employer agrees to provide an officer leave without loss of pay for three days as a result of death in the immediate family as past practice. Immediate family shall be defined as: the officer's spouse, parent, parents of officer's spouse, child, brother, sister, grandparent, or grandchild. Based on extenuating circumstances, additional bereavement duty days may be taken with prior approval by the Commissioner.

### Section 20.2 Short Term Military Leave

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time. The Employer may opt to provide additional benefits for members serving in the military, however, the Employer shall never provide less than required by State and Federal law.

### Section 20.3 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, an Educational Leave of Absence, without pay, not to exceed a period of one (1) year, after authorization from the Police Commissioner.

### Section 20.4 Injury Leave

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

### Section 20.5 Sick Leave

Employees covered by this Agreement shall accrue sick leave at the rate of twelve hours per month, accrued to a maximum of one thousand two hundred (1200) hours, or one hundred twenty (120) days based on a four-day, ten-hour work schedule, or one hundred fifty (150) days based on a five-day, eight-hour work schedule.

Employees having six (600) hundred accumulated sick leave hours shall be allowed to sell back to the Employer unused, accrued sick leave hours for the calendar year. The employee that has reached the one thousand two hundred (1200) hour sick leave cap shall be allowed to sell back those sick leave hours that would have been accruable over the 1200 hour sick leave cap during the calendar year. The pay shall be calculated at one-half of the employee's regular rate of pay. The employee shall make written application to the buy-back program to the City Treasurer's office by the first (1<sup>st</sup>) work day of the calendar year, for the previous year's sick leave buy-back. The Employer shall make payment to the employee on the payday following the first (1<sup>st</sup>) full pay of the following calendar year. The payment shall be made by separate check from the employee's regular paycheck.

Upon retirement, employees shall be allowed to request in writing and be granted a sell-back for the amount of sick leave which they had accrued upon achieving twenty (20) years of service with the City, up to a maximum of six hundred (600) hours, at his or her regular rate of

pay; or employees may choose to use such sick time to go on paid leave leading up to their retirement date (having provided sufficient notice of their desire to do so). The option to cash out or use such sick time accrued after twenty (20) years of service, once selected, will be irrevocable.

Sick leave may be used for non-service connected sickness or disability, or for caring for an individual as defined by state law under 820 ILCS 191/10. Such sick leave used for family members shall be deducted from the employee's sick leave accrual.

Abuse of sick leave is a serious matter which may subject an employee to discipline. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Nothing contained in this provision shall limit the rights of any employee under the Family Medical Leave Act.

Employees may use up to two (2) days of sick leave as personal days per year. Personal days shall not be carried over year to year. The use of the days must be approved by the Chief or his designee, and requested at least one working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

## ARTICLE 21 - WAGE RATES

### Police Officers

Effective upon the first pay cycle post signing of this agreement by the parties: Establish base hourly pay to the rates and years of service as displayed in Appendix "A" of the Agreement.

Effective May 1, 2025: Increase base hourly rates four percent (4%) across the board

Effective May 1, 2026: Increase base hourly rates four percent (4%) across the board

Effective May 1, 2027: Increase base hourly rates four percent (4%) across the board

Wage Rates are summarized in Appendix "A".

## ARTICLE 22 - HOLIDAYS

### Section 22.1

The following days shall be recognized and observed as paid holidays:

All those days designated as City holidays by the Marion City Council

Employees covered by this Agreement shall receive holiday compensation on the actual date of the holiday, rather than the business day closure if the designated holiday falls on a Saturday or Sunday.



### Section 22.2

Employees covered by this Agreement, when their regularly scheduled day off falls on the day of a holiday, shall receive a normal work day's compensation at base pay rate in addition to base pay. Such compensation shall be taken in cash, unless the Employer has returned to a five-day, eight-hour work schedule as specified in Section 14.2, paragraph 2 at which point the employee shall have the option of accruing compensatory time instead.

When an employee's regular work day falls on the day of a holiday, he shall receive one and one-half (1 & 1/2) day's compensation above his base pay. When an employee is called in from his regular day off on the day of a holiday, he shall be paid at his overtime rate for all hours worked in addition to his holiday pay. Such compensation shall be taken in cash, unless the Employer has returned to a five-day, eight-hour work schedule as specified in Section 14.2, paragraph 2 at which point the employee shall have the option of accruing compensatory time instead. For the purposes of this Article, holiday pay shall be received by any officer whose work day begins during the twenty-four (24) hour period 0000-2359 hours of the holiday.

## ARTICLE 23 - CLOTHING MAINTENANCE ALLOWANCE

Officers covered by this Agreement shall receive a yearly clothing maintenance allowance of Nine Hundred (\$900.00) Dollars to be used for the purchase and maintenance of uniforms and accessories. This clothing maintenance allowance is to be paid in full on the first pay day of the first full pay period following May 1 during each year of this Agreement. The Employee shall be responsible for maintaining their uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance. New employees shall be issued all required clothing and equipment, and shall not receive the above clothing allowance during the first year of service. In their second year of service, they shall receive the above clothing allowance prorated from the date of employment to the following April 30th. Beginning May 1, 2012, the City will pay 100% of newly hired officers' weapon and duty belt expenses (weapon not to exceed \$800). The officer will have one year to reimburse the City via payroll deduction for 50% of the cost of the weapon.

## ARTICLE 24 - VACATIONS

### Section 24.1 Vacation Scheduling

On or before January 1 of each year, the Employer shall post a vacation sign-up sheet for officers covered by this Agreement. Officers shall select those weeks or days during the upcoming year they wish for their accrued vacation leave. Beginning in 2013, all vacation requests for the end of the calendar year must be made to the Chief by the end of the second week of November. During the first thirty (30) days the list is posted, seniority, as defined in Article 16, shall determine which officer shall be entitled to a particular week. After this thirty-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be determinative.

### Section 24.2 Schedule of Vacation Time Earned

Officers shall accrue credit for vacations according to the following schedule:

One (1) through five (5) years of service	80 hours
From the beginning of the (6 <sup>th</sup> ) year through ten (10) years (five years completed)	120 hours
From the beginning of the eleventh (11 <sup>th</sup> ) through fourteen (14) years (ten years completed)	160 hours
From the beginning of the fifteenth (15 <sup>th</sup> ) year onward (fourteen years completed)	160 hours plus one additional day of vacation added per year of service to a maximum of 200 hours

Officers shall be permitted to take accrued vacation leave at any time of the year and in any increment of time from one (1) day to the entire accrued credit, subject to the operational needs of the department as determined by the Chief.

#### Section 24.3 Carry-Over of Vacation Credit

Officers may carry over into the next calendar year up to forty (40) hours of vacation time so long as this time is used by the end of February. If pre-approved vacation is canceled by the Employer, it may be carried over to the first six months of the next year.

### ARTICLE 25 - INSURANCE

#### Section 25.1 Hospitalization

The City agrees to provide health insurance coverage for its employees covered under this Collective Bargaining Agreement. This coverage will remain consistent, as far as practical with those plans offered at the date of this contract. In the event the City is unable to provide comparable coverage at a reasonable price, as determined by the City, the City agrees to notify the Union and negotiate the impact of the change of coverage and/or the premium).

While the City reserves the right to select the plan, it agrees to have a committee which includes employees from the various bargaining units to review all proposals and make recommendations to the City.

Each full-time employee who elects to obtain health insurance under the health insurance plan shall contribute twenty-five percent (25%) of the monthly premium cost and the City shall contribute seventy-five percent (75%). When there is a choice of benefits available (i.e. cafeteria plan) the employee will be responsible for contributing the difference of the base plan and the more expensive plan. The City agrees to establish and implement an IRS Section 125 Plan so that the employees with dependent coverage may pay their share of the dependent premiums with pre-tax dollars.

#### Section 25.2 Life Insurance

The Employer shall supply each officer covered by the terms of this Agreement with \$10,000.00 of term life insurance.

#### Section 25.3 Retiree Hospitalization and Medical Coverage

Each retiree who elects to obtain the medical, hospitalization, and prescription drug plan provided by the City may obtain such coverage by paying premiums according the following rate schedule:

Retiree pays:

50-55 years of age	50% of premium cost
56-64 years of age	38% of premium cost
65 years of age and up	30% of premium cost

However, if an officer chooses to retire between the ages of fifty and fifty-five (50-55) after twenty-five (25) years of service with the City, the officer will only pay 35% of retiree insurance. If the officer retires between the ages of fifty and fifty-five (50-55) after thirty (30) years of service with the City, the officer will only pay 30% of retiree insurance.

Employees hired on or after May 1, 2019, shall, upon retirement, pay 50% of their dependent health insurance premiums.

The Employer and employee agree that if legislation is enacted enabling a peace officer to retire and draw his/her pension after twenty years of service, regardless of his/her age, then the Employer shall follow any law mandating the coverage of insurance for police department retirees. Should this law take effect, then the Employer and the Union agree to enter into negotiations regarding the cost to be borne by any retiree under the age of 50.

Upon becoming eligible for Medicare, retirees shall use Medicare as its primary provider, retiree may elect to obtain secondary coverage under the city's medical, hospitalization, and prescription drug plan. Those retirees who are not eligible for Medicare shall remain on the city's medical, hospitalization, and prescription drug plan as provided or required by law.

#### Section 25.4 Health Insurance for Disabled Officers

The City shall pay 100% of the single and family health insurance premiums for any employee covered by this Agreement who is vested in the police pension system, who is permanently disabled in the line of duty, and for the surviving spouse and children of any employee who is killed in the line of duty. The dependents of the disabled employee shall be deemed eligible in the same manner as the dependents of other bargaining unit employees.

### ARTICLE 26 - GENERAL PROVISIONS

#### Section 26.1

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

#### Section 26.2

The Union or a representative shall have the right to examine time sheets and other records 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 times with the employee's consent.

#### Section 26.3

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, and watches (up to a value of \$150.00) or other items of personal equipment, if such are damaged or broken, if during the course of the officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

#### Section 26.4

The Employer agrees to pay all expenses for inoculation or immunization shots when ordered by a physician for an officer and for members of an officer's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. Incidents are to be documented with the Chief.

#### Section 26.5 Working Out of Classification

Bargaining unit employees required to perform the duties of higher rank will be paid the higher rate while acting in such rank., but only in instances where the Employee is required to work for a period of 5 hours or more during a shift at that higher rank.

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

In the absence of a sergeant assigned to the detective division, any detective who is assigned the duties of Detective Case Manager shall receive Sergeant's pay while acting in that capacity. If a sergeant is assigned to the detective division, the detective acting as the Detective Case Manager shall return to his prior position of detective at the detective pay grade.

#### Section 26.6 Employee Testing

§1. Prohibitions: Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the Employer's premises, except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

§2. Type of Testing: Where the Employer has reasonable suspicions to believe that the employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer has the right to require the employee to submit to alcohol or drug testing. Random testing may occur at the direction of the City up to four (4) times per year; testing up to two (2) employees per occasion.

§3. Order to Take Test: The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

§4. Tests to be Conducted: The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.

§5. Results: As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .04 indicate the officer is under the influence in violation of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

§6. Right to Contest: The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Union.

§7. Voluntary Requests for Assistance: No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he is then

unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

§9. Discipline: In the first instance an employee tests positive as defined above on a drug or alcohol test, the employee shall not be disciplined, provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his illegal use of drugs or abuse of alcohol, and submits to random testing as directed by his counselors in an appropriate after-care program. Employees who do not comply with the conditions of this section, or who test positive for the second time, shall be subject to discipline. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and after-care, at the option of the employee.

#### Section 26.7 Residency

Employees covered by this Agreement shall maintain their residence within 10 miles of the city limits of the City of Marion. Employees covered by this Agreement hired after July 9<sup>th</sup>, 2007, shall maintain their residence within 20 miles of the Marion City Hall or within the corporate limits of the City of Marion. New employees must establish said residency within eighteen (18) months of their hire date.

#### Section 26.8 Grooming

Employees shall be allowed to grow facial hair, so long as it is well-groomed and professional in appearance, and will not impair operations.

#### Section 26.9 General Criminal Investigations On-Call

The General Criminal Investigations Unit members shall be required to provide a member for on-call status on a weekly basis. That employee shall be compensated specialty pay of an additional ten (10) hours of straight time pay for each week of on-call status they serve in that role. On-call scheduling shall be at the discretion of the bargaining unit, but shall be equally shared if possible. Determination as to whether the on-call pay is pensionable shall be determined by the Downstate Pension Board.

### ARTICLE 27 - SAVINGS CLAUSE

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 28 - 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 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 29 - DURATION

### Section 29.1 Term of Agreement

This Agreement shall be effective from the date of signing, and shall remain in full force and effect until April 30, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding 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 written date of receipt.

### Section 29.2 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.

### Section 29.3 Successor Agreement

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to April 30, 2028. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested, or by personal service. Any impasses at negotiations shall be resolved by the procedures of the Illinois Public Labor Relations Act.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE EMPLOYER:

Millsher  
Mayor

D.G.S. Pater

John M. Baruch

John Stb

[Signature]

Sammy Beasley Wright  
City Clerk  
(SEAL)



FOR THE UNION:

Scott Morse  
[Signature]

[Signature]

\_\_\_\_\_  
David Fields, Attorney  
Illinois FOP Labor Council



SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

24<sup>th</sup> day of July, 2024.

FOR THE EMPLOYER:

*W. Fisher*  
Mayor

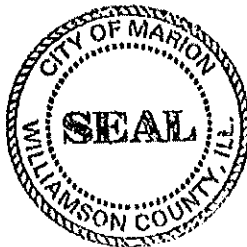
*D. S. Baker*

*John M. Baur*

*John St*

*John St*

*Sammy Brasley Wright*  
City Clerk  
(SEAL)



FOR THE UNION:

*Scott Morse*

*Scott Morse*

*David Fields*  
David Fields, Attorney  
Illinois FOP Labor Council



# APPENDIX A - WAGES RATES

<b>Service Completed</b>	<b>Effective At Signing</b>	<b>Effective 5/1/2025</b>	<b>Effective 5/1/2026</b>	<b>Effective 5/1/2027</b>
<b>START</b>	\$30.84	\$32.07	\$33.36	\$34.69
<b>1</b>	\$32.46	\$33.76	\$35.11	\$36.51
<b>2</b>	\$32.46	\$33.76	\$35.11	\$36.51
<b>3</b>	\$32.46	\$33.76	\$35.11	\$36.51
<b>4</b>	\$32.46	\$33.76	\$35.11	\$36.51
<b>5</b>	\$35.11	\$36.51	\$37.97	\$39.49
<b>6</b>	\$35.11	\$36.51	\$37.97	\$39.49
<b>7</b>	\$35.11	\$36.51	\$37.97	\$39.49
<b>8</b>	\$35.11	\$36.51	\$37.97	\$39.49
<b>9</b>	\$35.11	\$36.51	\$37.97	\$39.49
<b>10</b>	\$36.17	\$37.62	\$39.12	\$40.69
<b>11</b>	\$36.17	\$37.62	\$39.12	\$40.69
<b>12</b>	\$36.17	\$37.62	\$39.12	\$40.69
<b>13</b>	\$36.17	\$37.62	\$39.12	\$40.69
<b>14</b>	\$36.17	\$37.62	\$39.12	\$40.69
<b>15</b>	\$37.84	\$39.35	\$40.93	\$42.56
<b>16</b>	\$37.84	\$39.35	\$40.93	\$42.56
<b>17</b>	\$37.84	\$39.35	\$40.93	\$42.56
<b>18</b>	\$37.84	\$39.35	\$40.93	\$42.56
<b>19</b>	\$37.84	\$39.35	\$40.93	\$42.56
<b>20</b>	\$38.91	\$40.47	\$42.09	\$43.77
<b>21</b>	\$38.91	\$40.47	\$42.09	\$43.77
<b>22</b>	\$38.91	\$40.47	\$42.09	\$43.77
<b>23</b>	\$38.91	\$40.47	\$42.09	\$43.77
<b>24</b>	\$38.91	\$40.47	\$42.09	\$43.77
<b>25</b>	\$39.97	\$41.57	\$43.23	\$44.96
<b>26</b>	\$39.97	\$41.57	\$43.23	\$44.96
<b>27</b>	\$39.97	\$41.57	\$43.23	\$44.96
<b>28</b>	\$39.97	\$41.57	\$43.23	\$44.96
<b>29</b>	\$39.97	\$41.57	\$43.23	\$44.96
<b>30</b>	\$39.97	\$41.57	\$43.23	\$44.96

Sergeant Rate is the Officer's rate plus 14%

Detective Rate is the Officer's rate plus 3%

APPENDIX B - SENIORITY LIST

<b>PATROL SENIORITY LIST</b>	
	6/10/24
Chris Ramage	08/11/03
Scott Morse	05/19/04
Pete Huddleston	06/02/05
Luke Pritchard	05/01/08
Jessie Thompson	08/16/08
Nick Triffo	07/29/09
Maria Dwyer	08/31/09
Justin Francis	01/02/10
Jason Watts	01/03/10
Billy Lannom	01/30/10
Daniel Ogden	03/07/11
Tyson Baker	06/15/13
Tom Stearns	07/07/13
Noah Warren	04/06/15
Doug Schrock	08/15/15
Sam Ward	12/08/15
Steve Sloan	07/03/17
Charles F. Welge	09/01/18
Jason Plichta	07/02/19
Nick Keltner	07/03/19
Trent Harrison	03/24/20
Dustin Lawrence	04/06/20
Clay Brinkley	04/07/20
Chris Fozzard	06/08/20
Codey Strong	05/03/21
Alek Jimenez	10/26/21
Jovontae Coleman	11/01/21
Summar Calhoon	04/04/22
Thomas Woods	04/27/22
Garrett Patterson	08/01/22
Mason Dodd	08/02/22
Charles J. Welge	01/03/23
Matt Keltner	03/21/23
Chelsea Jansco	03/27/23
Rohan Cook	04/03/23
Brandon Wadas	01/02/24
Jariah Roberts	05/20/24

\*\* Officer Lannom hired as full-time dispatcher July 12, 2007 and transferred to patrol Jan. 30, 2010.

## APPENDIX C - EDUCATIONAL INCENTIVES

### Advanced Educational Incentive Pay

Officers covered by this Agreement shall receive bonus incentive pay for advanced educational degrees according to the following schedule:

Associate Degree      \$17.50/month

Bachelor's Degree      \$45.00/month

Said incentive pay is considered bonus pay and will not be calculated into the base pay. Degrees in areas of study other than law enforcement may qualify for incentive pay, if approved by the Employer. The City will make reasonable efforts to accommodate the training needs of the department.

APPENDIX D - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

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

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

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

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

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

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

Personal e-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with tax preparer regarding deductibility.*



**APPENDIX E - GRIEVANCE FORM**  
(use additional sheets where necessary)

Lodge No.
Year
Griev ance
No.
/
/

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

\_\_\_\_\_  
FOP 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

\_\_\_\_\_  
FOP Representative Signature

## EMPLOYER'S STEP TWO RESPONSE

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Employer Representative Signature

---

Position

---

Person to Whom Response Given

---

Date



### STEP THREE

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

\_\_\_\_\_

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

Date/Time:\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

\_\_\_\_\_

FOP 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

\_\_\_\_\_

FOP Representative Signature

### EMPLOYER'S STEP FOUR RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

\_\_\_\_\_

Position

\_\_\_\_\_

\_\_\_\_\_

Person to Whom Response Given

Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative

