

AGREEMENT

Between

City of East Moline, Illinois

And

International Association of Fire Fighters

Local 929, AFL-CIO-CLC



Effective May 1, 2014 – December 31, 2017

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**ARTICLE 1
PREAMBLE**

This agreement entered into by the City of East Moline, Illinois, hereinafter referred to as the City, and the International Association of Fire Fighters, Local 929, AFL-CIO-CLC, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2
UNION RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay, hours of work and other conditions of employment for all employees of the City Fire Department, excluding the Fire Chief, Battalion Chiefs, and Executive Assistant.

ARTICLE 3 UNION SECURITY

Section 1. Fair Share

All employees covered by this agreement who are not present members of the Union shall be required to pay their proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 2. Payroll Deduction of Union Dues or Fair Share Fee.

A. During the term of this agreement, the City agrees to make a payroll deduction during the first two (2) pay periods of each month, of Union dues, fair share fee, initiation fee and assessment(s), in the amount certified to be current by the Secretary/Treasurer of the Union, from the pay of those employees covered by this agreement who individually request in writing that such deductions shall be made. The total amount of the deductions shall be remitted to the Union no later than seven (7) days after the City makes the deduction.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the City and to the Union during the thirty (30) days prior to the expiration date of the contract.

Section 3. Involuntary Deductions.

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to authorized payroll deductions or fair share fee, the City shall make an involuntary deduction from the wages of the employee in the amount previously certified to the City by the Secretary/Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

Section 4. Objections on Religious Grounds.

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fees, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable

organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 5. Objections on Other Grounds.

Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix C attached hereto and made a part of this agreement.

Section 6. Indemnification.

The Union shall indemnify and hold harmless the City against any and all claims, suits or judgments brought or issued against the City as a result of any action taken pursuant to the check-off provision, including any costs incurred by the City arising from challenges to the fair share amount provided that the City has not promoted or instigated such challenge.

In the event of legal action against the City brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

A. The City gives immediate notice of action in writing to the Union, and permits the Union intervention as a party if it so desires, and

B. The City gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all-appellate levels. Note: See "Appendix C a Fair Share Fee Protest Resolution Procedure."

**ARTICLE 4
UNION BUSINESS**

Section 1. Leave for Negotiations

The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for purposes of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled for duty. All members granted this leave shall be replaced for the duration of negotiation meeting. It is the intention of both parties to schedule negotiations meetings to minimize potential overtime.

Section 2. Leave for Grievance Processing

The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. All members granted this leave shall be replaced for the duration of grievance meetings. It is the intention of both parties to schedule Grievance meetings to minimize overtime potential.

Section 3. Union Leave

Such individual officers and members of the Union, as may be designated by the Union, shall be granted leave from duty for Union business, provided that the total leave for the purpose set forth in this Section shall not exceed twenty (20) twenty-four (24) hour working days during any fiscal year or require any additional costs to the City.

Section 4. Notice

The three (3) members of the Union Negotiating Committee and the Union Grievance Committee shall provide the Battalion Chief with as much notice as possible prior to their absence for union business.

**ARTICLE 5
NON-DISCRIMINATION**

Section 1. Discrimination Prohibition

Neither the City nor the Union in carrying out their obligations under this agreement, shall discriminate in any manner whatsoever, against any employee because of union activity or affiliation, race, sex, nationality, political affiliation, or religion.

Section 2. Equal Opportunity

The City agrees to continue its present non-discriminatory policy of offering equal opportunities for employment to qualified applicants without regard to their union activity or affiliation, race, sex, nationality, political affiliation, or religion.

Section 3. Gender Neutral Terminology

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

ARTICLE 6 SENIORITY

Section 1. Commencement of Seniority

Seniority of employees shall commence on the first day of employment, and shall be continuous for as long as the employee is a member of the Fire Department.

Section 2. Seniority List

The City shall establish a seniority list, which shall be brought up-to-date in January of each year and be posted in each Fire Station, for a period of not less than thirty (30) days. A copy of said list shall also be mailed to the Secretary-Treasurer of the Union. Any objections to the list, as posted, shall be reported to the City within ten (10) days of the first day of posting, or the seniority list shall stand approved.

Section 3. Same Day Hires

In the event that more than one (1) employee goes on the payroll of the Department on the same day, then the order in which they are placed on the eligibility list numerically, beginning with the highest, shall determine their order of seniority.

Section 4. Lay-off and Recall

In the event it becomes necessary to lay off employees for bona fide economic reasons, employees shall be laid off in the inverse order of their seniority. Employees shall be recalled from lay-off according to their seniority. No new employee(s) shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired.

Section 5. Station Assignment

1. Once a year (November 15 – 30) all bargaining unit employees may bid on their choice of shift assignment based on rank, seniority and qualifications. The city will post a notice of shift bidding, including the assignment of the Battalion Chiefs, from November 1 – 15 of each year. The most senior bidder shall be assigned except that the fire chief may deny a bid request or reassign an employee at a later date if there is an inadequate number of experienced employee on any one shift. Bidding shall commence on November 15th with the Captains and progress down through all ranks.
2. The Fire Chief may reassign any Fire Officer as needed throughout the year.
3. The biddable slots for each shift shall be:
 - Station 21 – 1 Lieutenant, 1 Engineer, 1 Firefighter
 - Station 22 – 1 Captain, 1 Engineer, 1 Firefighter
 - Station 23 – 1 Lieutenant, 1 Engineer, 2 Firefighters

There shall be one (1) additional Firefighter assigned to one (1) shift.

4. The Fire Chief shall also be allowed to make assignment changes in the case of emergency situations until the emergency is resolved. An emergency shall be defined as any event or series of events, excluding vacations or personal days that cause a shift to be at or below minimum manning for a confirmed period of 14 consecutive calendar days or longer.

5. The Fire Chief has the right to assign a probationary employee on the shift where the vacancy exists. This may result in bumping of another employee. At the conclusion of the probationary period the employees on that shift may re-bid for station assignment.

Section 6. Probationary Period

New employees shall serve a one-year probationary period.

ARTICLE 7
BENEFITS - WHEN PAYABLE

Section 1. Immediate:

- (a) Pension Participation
- (b) Workmen's Compensation
- (c) C.O.L.A., if applicable
- (d) Sick Benefits Pay pursuant to the provisions of Article 12.
- (e) Bereavement Days

Section 2. Thirty (30) Days:

- (a) Health & Hospitalization Insurance Coverage.

Section 3. Six (6) Months:

- (a) Holiday Pay.
- (b) Personal Days.

Section 4. One (1) Year:

Vacation per schedule.

These benefits will be payable, in accordance with the above schedule to all employees classified as "full-time" at the time of their hiring.

ARTICLE 8 WORK WEEK

Section 1. Normal Workweek

The work week for all employees who regularly perform fire-fighting duties shall be an average of fifty-two and one half (52.5) hours computed over a one (1) year period. Scheduling shall not result in consecutive twenty-four (24) hour shifts.

Section 2. Normal Workday Scheduling

Employees who are regularly assigned to fire fighting duties shall be divided into three (3) platoons, each platoon shall work twenty-four (24) hours on duty. The on-duty tour shall be followed by forty eight (48) consecutive hours off duty. The annual average weekly hours shall normally not exceed fifty-two and a half (52.5) hours per week. The average weekly hours shall be accomplished by scheduling every sixteenth (16th) on duty shift as an unpaid "Kelly Day" off duty. The employer further agrees that employees on the same shift may exchange "Kelly Days" subject to the terms set forth in Article 17, Special Leave. Employees may also trade into empty slots within the same Kelly day cycle. Any FLSA overtime that results from trading into an empty slot shall be forfeited.

The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 P.M. on the first day of each cycle and concludes itself at 7:00 P.M. on the 24th day of the cycle. Each employee's work cycle shall be established so that the employee's "Kelly Day" (16th shift) falls on the shift starting at 7:00 A. M. on the twenty fourth (24th) day of his/her work cycle and ends at 7:00 A.M. on the end of the twenty-fourth (24th) day of his/her work cycle.

The City and Union agree that the work period for firefighters included under the overtime provisions of the Fair Labor Standards Act and under this Agreement shall be twenty-four (24) days.

Section 3. Special Work Hours

The Fire Chief may from time to time assign special work hours not to exceed thirty (30) calendar days per year, except with permission of the employee.

Section 4. Return Schedule from Fire Academy

Probationary employees returning from Fire Academy Training, who are scheduled to work on the day after their last day of training, will not be required to return to work until 3:00 pm on such day (work 3:00 PM - 7:00 AM).

ARTICLE 9 OVERTIME

Section 1. Definitions

Overtime shall be defined as any condition that requires an employee to work in excess of his/her scheduled work day or work week.

Section 2. Overtime Rate

An employee required to work overtime, shall receive one and one - half (1 1/2) times his/her hourly rate of pay for all overtime hours worked. This shall apply each time overtime is worked.

Section 3. Minimum Overtime

Any employee who is required to work overtime as a result of being called to work during off duty hours, for a period of less than two (2) hours, shall be paid a minimum of two (2) hours pay at the applicable rate. Employees who are on duty and are required to work overtime as an immediate carryover without leaving work, shall be paid for the actual overtime period worked at the applicable rate, rounded up to the nearest fifteen (15) minute interval.

Section 4. Overtime Rotation/Staffing (Effective through January 1, 2015)

- A. All regular overtime shall be maintained and allocated on the basis of the seniority list. An overtime record shall be kept and posted at the Captain's Desk. Such record shall show the date of call and response from each person called, as to whether said overtime was worked, refused, unanswered, or turned down because of sickness or vacation. If an employee refuses overtime, such employee will automatically be passed by until a complete cycle of the seniority list has been completed. All overtime accepted or turned down will be annotated on the overtime list. The only time overtime turndown is not annotated on the overtime list is as stated in Section 6 of this article.
- B. An employee shall have the option of turning down overtime without penalty if it requires him/her to work any part of three (3) consecutive days.
- C. An employee shall have the option of turning down regular overtime without penalty if the overtime occurs two (2) days prior to or two (2) days after a scheduled vacation day or Kelly day.
- D. An employee shall have the option of turning down holiday overtime without penalty if he would be required to work both Christmas Eve and Christmas Day or New Year's Eve and New Year's Day. In the event that the shift commander must go through the overtime list a second time to provide minimum manning on

these holidays, then a turndown will be given for a refusal.

- E. When a special position (Shift commander, EMT, Driver) on a shift is vacant due to some type of leave, the person calling for overtime to fill the vacant position may pass over people on the overtime list if they are not qualified to fill the position. In the event that an EMT position is vacant and minimum manning requirements do not come into play, an EMT must be called for overtime to maintain the required number of EMT personnel on duty.

Section 4. Overtime Rotation / Staffing (Effective January 1, 2015)

- A. *Battalion Chiefs shall not be used to fill overtime slots.*
- B. *All overtime shall be filled with Bargaining unit members.*
- C. *When there is no Battalion Chief or Captain on duty and overtime is needed the overtime shall be offered first to available Captains, then Lieutenants.*
- D. *All other positions will be filled according to the following procedure:*
 - a. *An overtime roster will be generated for each overtime occurrence and kept at the duty desk and in an Overtime File on the city computer.*
 - b. *All overtime shall be annotated on the overtime roster.*
 - c. *All attempted contacts and outcomes will be annotated on the overtime roster. (i.e. texted, voice mail left, offered in person, accepted, declined).*
 - d. *Scheduled overtime may be filled up to three calendar days prior.*
 - e. *Contact for overtime may begin at 0700 hours.*
 - f. *The top five (5) available personnel on the overtime roster shall be contacted and offered the overtime.*
 - g. *After one hour the person highest on the list who responds to accept the overtime shall receive it.*
 - h. *If none of the top five accept the overtime after one hour all remaining available personnel will be contacted to offer the overtime. The overtime will then be filled on a first call back basis.*
 - i. *If the overtime is not filled by 1900 hours all available personnel will be contacted again to fill the overtime. This shall be on a first call back basis.*
 - j. *If the overtime is not filled by 2100 hours the night prior to occurrence the*

Section 5. Probationary Employees

After a probationary employee completes six (6) months of service, he/she shall be placed at the bottom of the overtime list.

Section 6. Required Overtime

Employees will not be required to work more than one overtime period (24 hours) during a pay period. This provision, however, does not apply to emergency overtime.

Section 7. Overtime for Union Business

Members of the union who are called in to replace members of the Union Negotiating Team or Grievance Committee under Article 4, Union Business, will be paid for the actual hours work rounded up to the nearest fifteen (15) minute interval at 1 1/2 times his/her hourly rate.

Section 8. Overtime Compounding

No employee shall receive overtime pay twice for the same hours. No employees shall receive overtime pay and holiday pay for the same hours. If a firefighter is called to work overtime and it falls on a Contract Holiday, all hours worked are to be paid at time and one-half the employee's hourly rate of pay. The time sheet should reflect the hours worked on the overtime line with a notation that it was a holiday.

ARTICLE 10 VACATIONS

Section 1. Accrual

Vacation leave with full pay shall be earned by each employee in the following manner:

- A. 106 hours after one (1) year of continuous service.
- B. 159 hours after seven (7) years of continuous service.
- C. 212 hours after thirteen (13) years of continuous service.
- D. 265 hours after eighteen (18) years of continuous service.
- E. On May 1st 2014, employees will be credited with Seventy-five percent (75%) of accrued vacation leave in order to align benefits to the new fiscal calendar: on January 1, 2015, employees will be credited with 100% of accrued vacation leave; on January 1, 2016, employees will be credited with 100% of accrued vacation leave; on January 1, 2017, employees will be credited with 100% of accrued vacation leave.

Section 2. Definitions

For vacation purposes a work week, as defined by Article 8, for on shift employees shall be Fifty-Two and One-Half (52.5) hours.

B. A workweek for forty (40) hour employees shall be five (5) eight (8) hour days.

Section 3. Computation of Service

Computation of continuous vacation service shall begin on the date the employee began work for the City, which date shall be the last date on which employment began subsequent to any break in service.

Section 4. Qualification Period

An employee must qualify for vacation leave by having been employed by the City for a period of one (1) year from their anniversary date in order to receive 106 hours of vacation.

Section 5. Credit for Occupational Accident, Sickness or Disease

In computing such time, any employee who is unable to work due to an occupational accident, sickness, or disease for which he/she receives pay benefits, shall be credited for such time for vacation purposes with the hours such employee would have been

scheduled to work in the absence of such disability.

Section 6. Return to Service

Any employee returning from a leave of absence without any pay would have to complete a year of continuous service in order to qualify for vacation. The time gone on leave of absence without pay would not count toward the year of service for this purpose.

Section 7. Advance Vacation Check

In order for any employee to draw their vacation check in advance, written notice must be submitted to the Chief or his representative no less than one (1) pay period in advance of the payday on which the check desired normally would be written. Wages earned during the last pay period worked will be paid on the first regular payday following the vacation.

Section 8. Vacation Scheduling by Employees

Commencing December 1, 2014, vacation scheduling shall proceed as follows:

By December 1st of each year, a notice shall be posted stating that the vacation schedule for the fiscal year is being prepared. Each employee, commencing with the most senior employee, will be permitted to pick the full 24hr shifts desired. Once all employees have picked their desired 24hour shifts, then starting with the most senior employee shall be able to pick from remaining slots, their time, in any increments of two (2) or more hours. Vacation requests must be completed by December 15th. Vacation hours may be carried over to the next fiscal year, subject to the approval of the Fire Chief, if the employee is not able to use all of his/her allotted days, due to circumstances beyond his/her control.

Section 9. Vacation Scheduling by City

The City shall schedule employees who do not request a vacation leave prior to the end of the ninth month of the fiscal year, for a vacation, such vacation shall be scheduled within the three (3) months remaining in the fiscal year.

Section 10. Rescheduling

In those cases where it is necessary to change the vacation leave, the employee involved will be given the opportunity to state his/her preference of unassigned vacation time during which his/her services are not needed to meet City requirements.

Section 11. Holidays – Forty Hour Employees

If a holiday occurs during the period in which a vacation is taken by an employee who

works a forty (40) hour work week that employee's vacation leave shall be extended one (1) additional workday.

Section 12. Vacation Benefits upon Termination.

Any employee, who is separated from the service of the department by reason of retirement or death, shall be compensated for all unused vacation hours accumulated at the employee's hourly rate at the time of separation. In order to receive vacation payout upon retirement, thirty (30) days notice must be given to the Fire Chief in writing.

Section 13. Employee Requests – Less Than Twelve Hours Notice

Vacation requests made less than twelve (12) hours in advance of the beginning of the shift for which the employee wishes to use his/her vacation, may be denied if the time, in conjunction with comp time, will cause an overtime situation. Vacation will be granted upon request, in all other situations.

Two (2) firefighters may use vacation leave during the same shift and during the same 24-hour period as long as nobody is off on a Kelly day or a personal day.

Section 14. Vacation Usage.

Leave may be scheduled and used in increments of two (2) or more hours.

Section 15. June 1st through August 31st (Effective through January 1, 2015)

During the summer months commencing on June 1st through August 31st of 2014 the bargaining unit will have a total of two (2) time off slots available for any combination of vacation or personal leave. This leave may be used when someone is on a scheduled Kelly Day. At all other times there shall only be two (2) time off slots available for any combination of vacation, personal leave and Kelly Day.

Section 15. June 8th through August 24th (Effective January 1, 2015)

During the summer months commencing on June 8th through August 24th of each year the bargaining unit will have a total of two (2) time off slots available for any combination of vacation or personal leave. This leave may be used when someone is on a scheduled Kelly Day. At all other times there shall only be two (2) time off slots available for any combination of vacation, personal leave and Kelly Day.

Section 16. Vacation Slots.

Vacation slots shall be for full duty suppression personnel.

ARTICLE 11 HOLIDAYS

Section 1. Holidays Recognized

Holidays for the purpose of this agreement are: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, December 24th, Christmas Day, and Employee's Birthday.

Section 2. Holiday Pay

Each employee who actually works one of the nine (9) designated holidays (excluding employee's birthday) shall be paid one and one-half (1-1/2) times the employee's hourly rate for all hours worked.

The shift starting work at 7:00 a.m. on the day designated as the holiday shall be the shift eligible to receive the premium pay.

Section 3. Forty-Hour Employees

Employee's working a forty-hour work week shall receive no additional holiday pay, but shall not have to work on holidays and shall receive pay for such holidays.

Section 4. Employee's Birthday

Each employee shall have the option of either eight (8) hours off work with full pay for his/her birthday or to receive eight (8) hours extra pay at the hourly rate during the pay period in which his/her birthday falls. If the employee chooses to take the eight (8) hours off with full pay, the time off may be taken during a two (2) week period beginning one (1) week before such birthday, and ending one (1) week after such birthday.

ARTICLE 12 SICK BENEFIT PAY

Section 1. Definition

Sick benefit pay as used in this Article shall be defined as absence from work because of non-service connected illness or injury. Sick benefit pay may also be used in the event of legal quarantine, or in the event of any of the foregoing occurring to a spouse, unmarried children under age 26, or children permanently and totally disabled, which requires verifiable medical attention. Children for this benefit are defined as the employee's biological, foster or adopted children including those children of their current spouse, if unmarried and either under age 26 or permanently and totally disabled. Sick leave benefits are not allowed for stepchildren from a previous spouse.

Section 2. Use of Sick Leave

Each employee shall be entitled to receive sick benefit pay for the reasons as defined in Section 1 above. Sick benefit pay shall be payable after the first eight (8) hours of absence for both the first and second consecutive work day(s) in the amount of 75% of the base pay. The eight (8) hour non-payable working period shall be waived in the event of hospitalization, outpatient surgery, illness or accident resulting in same day medical treatment by a licensed medical professional, excluding chiropractic care. Personal leave, or vacation leave may be used on an hourly basis at the employee's discretion (as defined below) to adjust total compensation to 100% of base pay, or to be used in lieu of non-payable sick leave during these two eight (8) hour periods of absence.

Sick Leave For Childbirth - Sick leave benefits, including the waiver of the 8-hour waiting period, will be allowed during the period of time that the spouse and/or newborn child of an employee is hospitalized for the purpose of childbirth. However, sick leave benefits shall not be permitted after the employee's spouse and newborn child are released from the hospital unless the employee produces a doctor's certificate stating that the employee must be at home due to a medical problem of the spouse or child. Sick leave benefits shall not be allowed if the time off by the employee is intended to be used for well-child care.

If an employee has personal bank hours, they must be used in one-hour increments prior to using any vacation time for sick leave purposes.

If an employee has no personal bank hours, then vacation time may be used for sick leave purposes only to adjust total compensation to 100% of base pay or in lieu of non-payable sick leave during the first forty-eight (48) hour shift of absence. Any vacation balance of less than twenty-four (24) hours, which occurs due to sick leave usage, must be scheduled consecutively during one work shift. If the vacation time balance is eighteen (18) hours, the employee's vacation time shall start at 1:00 p.m., however, if the vacation balance is six (6) or twelve (12) hours, the employee may select the

starting time for the vacations.

An employee's election to use personal or vacation leave hours under this section shall be independent from and shall not affect the rights of employees to schedule personal or vacation leave under Articles 10 (Vacations) or 14 (Personal Leave) of the Agreement.

Section 3. Notice

To receive sick benefits pay, an employee shall communicate with his/her immediate supervisor as far in advance as possible. As a general rule, this notification should be at least one-half (1/2) hour before the start of the shift. The City retains the right (at the expense of the City) to designate a physician to examine the employee and provide competent proof of illness after one (1) twenty-four (24) hour day of absence. After forty-eight (48) hours consecutive absence, the employee must provide the Fire Chief with a note from a licensed medical professional with either a date of return or the date of the next appointment, in order to receive sick benefit pay.

Section 4. Records

The City shall maintain separate records with respect to sick leave hours used under this Article.

Section 5. Duration

The duration of the benefits of this Article shall not extend for more than Fifty-two (52) weeks for each occurrence. However, this benefit shall be limited to one hundred eighty (180) calendar days if an employee is unable to work (perform his duties without restrictions) based upon permanent restrictions resulting from an evaluation by the City's designated physician, at the expense of the City.

Section 6. Subrogation of Sick Leave Wages and/or Medical Plan

If Employee has rights to recover from a third party all or part of any payment made by (City) Employer under this benefit, the acceptance of payment of this benefit by Employee shall be deemed Employee's agreement to transfer those rights to Employer (City). The Employee must do nothing to impair Employer's (City) right to seek reimbursement from a third party for payments made under this benefit.

At Employer's (City) request, Employee will assist Employer (City) in enforcing those rights against third parties, including the execution of documents by Employee naming Employee as a plaintiff in suit against third party. If it is necessary to bring suit or execute documents in enforcing those rights against third parties, the Employer (City), shall bear the cost. If Employee receives payment from a third party as compensation for a loss, injury or damages for which a payment is made by Employer (City) under this benefit, Employee shall reimburse Employer (City) for the benefits received to the extent

of payments made by a third party to Employee. Any amount received by Employee from a third party in excess of payments made by Employer (City) under this benefit, shall be retained by Employee.

Section 7. Limitations – Secondary Employment

While receiving sick benefit pay, the employee shall not be employed in any other manner with monetary compensation, such if secondary employment would, in the opinion of a licensed medical physician, prolong the employee's recovery period and return to work. Under no circumstances shall an employee have secondary employment during the employee's regular hours of work for which he is receiving sick benefit pay from the City. Any employee who is in violation of this Section forfeits the continuing compensation provided for by this Article from the time such secondary employment begins.

**ARTICLE 13
BEREAVEMENT LEAVE**

Section 1. Leave

When a death occurs of persons living within the full-time employee's household, (including the employee's spouse or children even if not living in the employee's household) the 24 hr. shift employee shall be granted two duty days of absence with pay for each occurrence. Forty-hour employees shall be granted 40 hrs of absence with pay for each occurrence. Children for this benefit are defined as the employee's biological or adopted children including those children of their current spouse. (Bereavement benefits are not allowed for stepchildren from a previous spouse).

In the case of the death of family members outside of the household, (parents, legal guardian, brother sister, in-laws, and grandparents of the employee and grandparents by marriage), the employee shall be granted three (3) eight (8) hour days of absence with pay during each fiscal year for each occurrence.

Section 2. Notice

Bereavement leaves of absence require the employee to give prior notification to the Shift Commander on duty in order to facilitate shift scheduling only, the leave provided in Section 1 shall not be denied.

Section 3. No Bereavement Leave during Sick Leave

An employee who is released from work in accordance with Article 12, Sick Leave, shall not be entitled to the bereavement leave in accordance with Article 13, Bereavement Leave, when the corresponding sick leave effectively releases the employee from work for the bereavement period.

ARTICLE 14 PERSONAL LEAVE

Section 1. Leave

Each employee shall be granted seven (7) eight (8) hour days per fiscal year with pay for personal matters. Employees shall have the option of using three (3) eight (8) hour personal leave days consecutively for any twenty-four (24) hour period. Employees granted personal leave must use a minimum of two (2) hours for each occurrence.

Section 2. Notice

In an effort to reduce overtime costs, the Firefighters will agree to request time off for personal days at least twenty-four (24) hours in advance to allow for a possible trade day. The twenty-four (24) hour requirement would be reduced to thirty (30) minutes for personal time used for sick leave benefits or when the request does not create an overtime situation.

Section 3. Personal Leave Usage

Two firefighters may use personal leave during the same shift and during the same twenty-four (24) hour period as long as overtime is not incurred (except as provided in Article 12, Sick Leave). A second firefighter may request personal leave at any time however the second personal leave request shall not be secured or "locked in" until 12 hours prior to the scheduled work shift. The second firefighter requesting personal leave shall only be allowed in an instance when no firefighters have requested vacation leave.

During the summer months commencing on June 8th through August 24th of each year the bargaining unit shall have a total of two (2) time off slots available for any combination vacation or personal leave. This leave may be used when someone is on a scheduled Kelly Day. At all other times there shall be only two (2) time off slots available for any combination of vacation, personal leave and Kelly Day.

Section 4. Personal Leave Slots.

Personal leave slots shall be for full duty suppression personnel.

Section 5. Records

The city shall maintain separate records with respect to use of personal leave.

Section 6. Annual Payout

Employees will be paid for 70% of any personal hours not used prior to the end of the fiscal year. The payment will be made within thirty (30) days following the fiscal year

end. The payment will be based on the hourly rate of pay and the actual hours remaining.

Section 7. Personal Leave Carryover

Employees will be permitted to carryover a maximum of 24 hours of personal time each fiscal year. Employees must submit a written request to the Finance Office no later than December 31st, which declare the number of hours they are requesting to be carried over. Employees who do not make such a request will be compensated for any unused personal time in accordance with the provisions of Article 14, Section 5. An employee shall not be eligible for a payment of more than 56 unused personal hours, except upon termination of employment.

Section 8. Benefit alignment to new fiscal calendar.

On May 1, 2014, employees shall be granted five and one quarter (5.25) eight (8) hour days with pay for personal matters in order to align benefits to the new fiscal calendar; on January 1, 2015 employees shall be granted seven (7) eight (8) hour days with pay for personal matters; on January 1, 2016, employees shall be granted seven (7) eight (8) hour days with pay for personal matters; on January 1, 2017, employees shall be granted seven (7) eight (8) hour days with pay for personal matters.

ARTICLE 15 MILITARY LEAVE

Section 1. Leave

Any employee who leaves the Fire Department for military service with the United States Armed Forces, and who returns from his/her first enlistment, with an honorable discharge, and who within ninety (90) days of the date of discharge requests reinstatement to the Fire Department, shall be reinstated to the position he/she held at the time he/she left for military service, provided that he/she is physically and mentally able to perform the duties of a position within the Fire Department. Any employee, so reinstated, shall be paid at the same rate of pay as that which he/she would be receiving if he/she had continued his/her service in the Fire Department instead of being on military service and any sick leave for which he/she was eligible at the time he/she entered military service shall be credited to him/her upon his/her reinstatement. Such time spent in the military service shall be used in computing his/her seniority, and in determining his/her eligibility for any amount of vacation leave.

Section 2. Temporary Leave

Temporary military leave from work shall be granted to the full-time employees as required by applicable state and federal statutes. When such employees are ordered to serve a period on active duty in the Reserves or National Guard, such employee shall be paid the difference between his/her regular pay and his/her lesser military pay. A statement of military orders shall be submitted by the employee to the chief to obtain such leave. Said leave shall be in addition to such employee's vacation leave.

**ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Leave

The City may grant leave of absence without pay to any employee, upon his/her request, for a period not to exceed one (1) year for any one (1) request.

Section 2. Seniority

Employees shall retain and accumulate seniority during authorized leaves of absence to a maximum of one (1) year.

Section 3. Rank

Employees shall retain the same rank and applicable salary upon return from an authorized leave of absence without pay.

Section 4. Elective Governmental Office

Employees who are elected or appointed to a full-time elective governmental office shall upon request be granted a leave of absence without pay or benefits for the period of the term of the election or appointment, subject to the following terms:

A. Seniority shall be retained, but shall not accrue after one (1) year of such leave.

B. The employee shall be entitled to reinstatement to the Department if he returns to work within 30 days after the elected term expires, retaining his accrued seniority and rank, but shall be assigned to a position within the Department by the Chief. The City shall have the right to lay-off the least senior employee, and shall not be bound by the provisions of appendix D.

**ARTICLE 17
SPECIAL LEAVE**

Section 1. Leave Administration

Employees shall be granted special leave with pay for any day or days on which he/she is able to secure another employee to work in his/her place provided:

- A. Such substitution does not impose any additional cost upon the City.
- B. An officer in charge of the assigned employee's platoon is notified and gives his/her approval.
- C. The City is not held responsible for enforcing any agreement made between employees.

**ARTICLE 18
MISCELLANEOUS LEAVES**

Section 1. Jury Duty

1. Any employee who is called for jury service (which includes grand jury services) or is required by law to appear for examination by a jury commission prior to such jury service will be reimbursed the difference between his normal rate of pay for necessary time lost because of such service and the amount of compensation received for such services. Provided that no such payment shall be made to an employee for such jury service on any day during which in accordance with his regular work schedule he would not have worked for the City. Also, the employee must immediately report back to work if he is discharged from jury service before his normal workday ends. Any employee who is working overtime to replace the employee on jury service shall be dismissed from work immediately upon the return to work by the employee from jury service.

2. The employee must immediately notify his supervisor of the receipt of summons for jury service and also must furnish his supervisor with proof of service to be eligible for jury compensation benefits.

Section 2. Court Proceedings – Work Related

1. If as a result of the lawful performance of his duties on behalf of the City, (which shall not include action taken or performance of duties during gainful employment with one other than the City) an employee is subpoenaed as a witness to appear or notified to appear in court or court related proceedings or before the coroner on his scheduled day off or outside his normal workday, such employee shall be compensated as follows:

- A. For each appearance in a day (an appearance may include one or more of cases) in a minimum of two (2) hours at one and one-half (1 1/2) times his low rate of pay, provided such time does not overlap employees' normal workday.
- B. Any employee appearing pursuant to Paragraph A above at the morning trial call and his case is not completed by noon recess shall receive a paid lunch break and shall resume overtime status at the time the court convenes until his case or cases are disposed of and the employee is so notified or until the employee is released by the prosecutor for that day.
- C. When an appearance begins during an employee's scheduled workday but extends past the quitting time thereof, the employee (provided he works said schedule workday) shall be paid a minimum of one-half hour at one and one-half times his low rate of pay for each fractional tenth of an hour or part thereof over one-half hour.
- D. When an appearance falls solely within employee's scheduled workday, the employee shall not receive additional compensation but shall be excused, of course, for the purpose of making said appearance.
- E. An employee shall reimburse the City from witness fees (not including mileage) an amount equal to pay received hereunder but no more than the witness fee.
- F. Court time shall be paid exclusively as provided above and no other provisions of this agreement shall apply to court time. Court time paid as provided above shall not count toward the computation of overtime under this agreement.

2. It is agreed that the employees have a responsibility to respond to a subpoena and/or summons when properly issued and served by a court or agency having jurisdiction and power to do so, therefore, when a subpoena and/or summons is received for a matter not resulting from the performance of an employee's duties for the City he shall be released from work to respond to said subpoena and/or summons upon presentation of same to the fire Chief or his delegated designee, but said release shall be without pay or will be charged against the accumulated vacation leave or compensatory time at the option of the employee.

ARTICLE 19 HEALTH AND ACCIDENT INSURANCE

Section 1. Employee Contributions

The City shall offer health and accident insurance for all full-time employees and their qualified dependents, in accordance with provisions of the City's Health Care Plan. The monthly premium would be calculated by multiplying the premium percentage in effect by the COBRA expected rate and adjusted annually.

Effective May 1, 2014, employees shall contribute to the plan at a monthly rate of 18.5%, effective January 1, 2015 employees shall contribute to the plan at a monthly rate of 19%, effective January 2016, employees shall contribute to the plan at a monthly rate of 19.5%, effective January 1, 2017, employees shall contribute to the plan at a monthly rate of 20%.

Section 2. Health Care Planning Committee

IAFF local #929 is a party to the agreement creating the Joint Labor/ Management Health Care Planning Committee of East Moline, and agrees that the health care planning committee shall have the authority to review the current health insurance program and to investigate and develop alternatives to that program. Among the provisions of this agreement is the following: "This committee shall be the exclusive forum for dealing with non-work related health care issues, and during said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits. As provided in paragraph 4 of the separate agreement, however, each party reserves the right to ratify or reject any modifications."

See Appendix E (Joint Labor/Management Health Care Planning Committee of East Moline Agreement)

Section 3. Retiree Continuation

Retiree Premiums

Effective January 1, 1994, an employee who retires (starts receiving a City pension) with twenty (20) or more years of service and is age fifty (50) or older may continue the health insurance coverage provided for in this Article, including dependent coverage, provided that the employee elects to contribute 10% of the premium cost (based on COBRA rate) each year, with the premium rate to be adjusted annually.

Effective January 1, 2009 an employee who retires (starts receiving a City pension) with twenty (20) or more years of service and is age fifty (50) or older may continue the health insurance coverage provided for in this Article, including dependent coverage, provided that the employee elects to contribute at the same monthly premium as an active employee having single or family coverage. The monthly premium would be calculated by multiplying the premium percentage in effect by the COBRA expected rate and adjusted annually. Employees retiring with thirty (30) or more years of service at age fifty or older may continue health insurance coverage at a premium rate, which is 3% less than the most recent retiree rate in effect.

Retiree Premiums Prior to January 01, 1994

All retirees who have elected to continue insurance prior to January 1, 1994, shall continue to receive coverage under their current premium terms.

Surviving Spouse Continuation

Effective January 1, 1994, the surviving spouse of: 1) a retiree (receiving a pension), 2) a non-retiree who has separated employment with the City after twenty (20) or more years of service, or 3) an active employee with twenty (20) or more years of service may continue the health insurance coverage of the deceased employee under the same terms, if the City receives notification in writing within thirty (30) days of the employees death. The premium cost for the surviving spouse of an active employee will be subject to the same terms as provided for an employee as defined below in the section, which describes "Continuation of Non-Retirement Separation". The premium rate will be based upon the age of the employee at death, not the age of the surviving spouse. The surviving spouse may not continue coverage if the marriage occurred after the employee's retirement date, or after separation from the City prior to retirement.

Effective for employees retiring January 1, 2009, the surviving spouse of: 1) a retiree (receiving a pension), 2) a non-retiree who has separated employment with the City after twenty (20) or more years of service, or 3) an active employee with twenty (20) or more years of service may continue the health insurance coverage of the deceased employee under the same terms, if the City receives notification in writing within thirty (30) days of the employees death, provided that the surviving spouse elects to contribute the same monthly premium as an active employee having single or family coverage. The monthly premium would be calculated by multiplying the premium percentage in effect by the COBRA rate and adjusted annually.

Continuation for Non-Retirement Separation

Employees contributing to the Fire pension funds who leave employment honorably at the City with twenty (20) or more years of service who are not age fifty (50), may elect to continue insurance coverage by paying 100% of the insurance premium (with annual rate adjustments) until they reach age fifty (50). At age fifty (50) they will be eligible to continue the insurance coverage by paying the cost of the retiree rate in effect on that date (with future rate adjustments).

Section 4. Life Insurance

The City shall provide coverage of \$10,000 in Life Insurance for employees and \$4,000 for eligible retirees who are enrolled in the health plan. Employees will also receive coverage in the amount up to \$20,000 for Accidental Death and Dismemberment.

Section 5. Line of Duty Death

The surviving spouse and minor dependents of a Firefighter who suffers a line of duty death shall be eligible to continue insurance coverage at no premium cost to the spouse or minor dependents. The City must receive notification of such election by the surviving spouse within thirty (30) days of the firefighter's death.

"Line of duty Death" shall be defined as death caused from injuries, which are directly attributable to a specific duty related action involving the firefighter. The criteria of limitations and exclusions as outlined in the "Public Safety Officers' Benefits Act" (42

USC 3796) shall be used in the determination as to the eligibility of this benefit.

This benefit shall end when the surviving spouse remarries, or if the surviving spouse or dependents become eligible for health insurance benefits from another source at no cost. Any children born after the employee's death who are not descendants of the officer shall not be eligible for insurance benefits under this section.

ARTICLE 20 UNIFORM ALLOWANCE

Section 1. Allowance

Each employee who receives a permanent appointment to the Fire Department shall receive a uniform allowance of four hundred dollars (\$400.00) per year, to be paid in two (2) equal installments. The first installment to be paid upon hire. Under no circumstances shall a new employee receive more than \$400.00 during his first year of employment. If the City approves a change in uniforms, employees will be given at least six months notice so as to use their uniform allowance to purchase the new style uniforms. If the City approves uniform changes that cost more than the uniform allowance payable during that six-month period, the City will pay for the difference in the cost of the replacement uniforms or accessories and that period's allowance.

Section 2. Prescribed Uniform

Employees of the Fire Department shall be required to wear the prescribed uniform while on duty.

Section 3. Protective Clothing

The City shall provide each employee who performs fire-fighting duties with protective clothing of good quality and condition meeting NFPA standard 1500. Such protective clothing shall include one (1) fire helmet and face shield; one (1) pair bunker pants; one (1) pair bunker boots; one (1) turnout coat; one (1) pair gloves; one (1) two cell flashlight; one (1) spanner wrench; and one flash (1) hood. All protective clothing shall be inspected every 12 months. Any employee who believes his protective clothing does not meet standards may submit the clothing for inspection at any time.

Section 4. Reimbursement for Personal Items

The City agrees to reimburse employees for damage to prescription eye glasses of up to \$250.00 and wristwatches for up to \$35.00 for damages resulting while on duty upon proper documentation being submitted to the Fire Chief subject to the following stipulation: The reimbursement will only be allowed if the employee is working in a safe manner and wearing the proper safety equipment, including safety lenses in his/her prescription eye glasses.

ARTICLE 21 WORK RULES

Section 1. Reasonable Rules and Regulations

The City has the right to initiate reasonable rules and regulations, if said rules and regulations do not conflict with any portion of this agreement.

Section 2. Union Right to Bargain

When existing rules and regulations pertaining to policy matters directly affecting wages, hours, and conditions of employment as well as the impact thereon are changed or new rules and regulations are established, they shall not become effective until the City and the Union have agreed them upon. Any proposed change in existing rules and regulations or establishment of new rules and regulations which cannot be agreed upon by the parties may be submitted to Step 4 of the grievance procedure by either party. In addition, when existing rules are changed or new rules are established, they shall be posted in all fire stations for a period of ten (10) days prior to becoming effective.

Section 3. Grievability

Any unresolved complaint involving the reasonableness of any new or existing rule, or any complaint as to discrimination in the application of a new or existing rule shall be resolved through the grievance procedure.

Section 4. Written/Verbal Orders

To enable the Chief to efficiently administer the Department, he shall have the authority to issue written and verbal orders, which shall be effective immediately upon issue. If any such order is considered unreasonable by the Union, the Union shall have fifteen (15) calendar days to file a grievance in regard to such order.

Section 5. Building Maintenance

Bargaining Unit employees shall not be required to perform major construction, remodeling, or renovation. Employees shall be required to perform normal housekeeping tasks and/or minor maintenance at the stations.

Section 6. Residency

Members of the East Moline Fire Department shall within one (1) year of hiring reside within a nineteen and one half (**19.5**) mile radius of the East Moline city hall located at 915 16th Ave, East Moline, IL.

ARTICLE 22 SAFETY AND HEALTH

Section 1. Standards

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible, accidents, death, injury, and illness in the fire service. Accordingly, the City will continue to make reasonable provisions for maintaining all areas and equipment of the East Moline Fire Department in a clean, healthy and safe condition.

Section 2. Safety Committee

Employees shall not be required to work in any area or operate any equipment including motor vehicles which are not in safe conditions, not properly staffed or not equipped with safety appliances prescribed by law or by the Safety Committee as approved by the City. The Safety Committee shall consist of four (4) members as follows: Fire Chief, one (1) Battalion Chief and two (2) Local 929 representatives as selected by their membership. The Safety Committee shall meet at least quarterly, and shall make advisory recommendations to the City Council.

Section 3. Immunizations

The City shall provide immunization against both Hepatitis "A & B" conversion tests, and boosters if needed, to all employees after May 1, 2008.

Section 4. Health and Fitness Testing Guidelines

The city agrees that one union member from each shift, chosen by the union, will be given the opportunity to review and provide input about the testing guidelines for all health and fitness testing, however, such input is advisory only and the city shall retain the right to make the final decision for guidelines.

ARTICLE 23 INJURY LEAVE

Section 1. Leave

Whenever any employee suffers any injury while in the performance of duty, which caused him/her to be unable to perform his/her duties, such employee shall continue to be paid on the same basis as he/she was paid prior to such injury, with no deduction from his/her sick leave, vacation leave or service credits in the pension fund during the period he/she is unable to perform his/her duties due to the result of the injury, but no longer than one (1) calendar year in relation to the same injury.

Section 2. Examination

At any time during the period for which continuing compensation is required by this Article, the City may order at the expense of the City, a physical or medical examination of the injured person to determine the degree of disability.

Section 3. Limitations – Other Employment

During this period of disability, the injured person shall not be employed in any other manner, with monetary compensation. Any person who is employed in violation of this Section forfeits the continuing compensation provided for by this Article from the time such employment begins. Any salary compensation due such person from Workmen's Compensation or from other type of insurance, which may be carried by the City, shall revert to the City during the period for which continuing compensation is paid to such person under this Article.

Any disabled person while receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he/she would qualify because of his/her disability under the provisions of the Illinois Pension Code.

Section 4. Temporary Light Duty Assignment

An employee may be assigned to a less strenuous position outside of regular duty upon a physician's instruction that the employee is able to perform light duty provided:

1. The employee cannot perform regular duty due to an On-the-Job injury, illness or disability.
2. The employee shall be unable to perform regular duty for a time period of greater than seven (7) calendar days.
3. The treating physician has provided written documentation that the employee is able to perform the light duty assignment without significant risk that such return to work will aggravate any injury.
4. Written documentation of any limitations or restrictions on the employee's duties during the light duty assignment shall also be provided by the treating physician.
5. The light duty assignment shall be assigned within the Fire Department with assigned duties to benefit the Fire Department.

6. Light duty assignment work schedule shall be a forty (40) hour work schedule, Monday through Friday, from 0700 hours to 1500 hours, or other schedule approved by the Chief based on the needs of the employee and the department. The work schedule shall be based upon work hour restrictions prescribed by the treating physician. Those employees on light duty working the forty (40) hour work schedule shall be allowed off during their scheduled work hours, without penalty, to attend doctor's appointments and rehabilitation appointments. At no time shall an employee working light duty be used to meet minimum manning requirements per Article 32 of the Collective Bargaining Agreement.
7. Any employee assigned to light duty shall continue to receive all compensation and benefits, including accumulation of seniority and vacation, attached to their normally assigned position as provided in the Collective Bargaining Agreement.
8. Employees shall be allowed to take paid time off, as provided by the Collective Bargaining Agreement, during such assignment. The employee's vacation and personal time shall be reduced hour for hour for paid time off that is taken during the light duty assignment.
9. An employee who is released from light duty to return to regular duty shall not work more than fifty two and one half (52.5) hours of a combined total of light duty and regular duty in a given work week.

ARTICLE 24 GRIEVANCE PROCEDURE

Section 1. Definition

Should any dispute arise between the City and the Union involving the interpretation, application or alleged violation of a provision of this agreement, they shall be settled under the provisions of this Article. An employee who claims a grievance shall promptly meet with the Fire Chief and union official(s) in an attempt to resolve the issue informally, no later than seven days after the date of the action giving rise to the grievance. If the Fire Chief and the employee are unable to resolve the alleged grievance within said (7) days, and the employee wishes to pursue the matter, the alleged grievance shall be settled under the provisions of this article.

Section 2. Grievance Steps

Grievances shall be resolved in the following manner:

Step 1. The affected employee or a union representative shall submit the grievance in writing, to the Department Head within fourteen (14) calendar days after the date of the action giving rise to the grievance. The Department Head shall respond to the Union, in writing, within seven (7) calendar days after receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, it may be submitted in writing by the Union, to the appropriate City Council Committee (Municipal Services or Finance), or if the City established a standing Grievance Committee, all grievances shall go to that Committee, within seven (7) calendar days after the response of the Department Head is due. Such Committee shall respond to the Union in writing within seven (7) calendar days.

This committee shall hold a hearing at which the employee filing the grievance will be given the opportunity to present his case. Persons allowed to attend this hearing are limited to the Employee(s), City Grievance Committee, Union representation, Union witness (s), City Administrator or assistant, Fire Chief or assistant, City Attorney, and City Witness(s). Such Committee shall respond to the Union in writing within seven (7) calendar days.

Step 3. If the grievance is not resolved at Step 2, it may be submitted in writing, by the Union, to the Executive Administrator (Mayor) of the City within seven (7) calendar days after the response of the Committee is due. The Executive Administrator (Mayor) shall respond in writing to the Union within seven (7) calendar days.

Step 4. If the grievance is not resolved at Step 3, either party hereto may, within fifteen (15) calendar days after the response of the Executive Administrator (Mayor) is due, by written notice to the other party hereto, refer the pending grievance to arbitration. The request for arbitration shall be referred to the American Arbitration Association (AAA) or its successor in function, for the selection of an arbitrator pursuant to the voluntary labor arbitration rules of the AAA. The decision and award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved. Both parties shall share the arbitrator's fees and expenses equally.

Section 3. Time Limits

The time limits specified in the preceding Section may be extended by agreement of both parties hereto.

Section 4. Impasse Resolution

In the event the parties hereto reach an impasse over wages, hours, working conditions and/or failure to bargain in good faith of a successor agreement, the parties shall submit in writing, to each other the specific issue(s) in dispute. Either party then may request arbitration pursuant to the procedure in Section 2, Step 4.

Section 5. Uniform Arbitration Act

The grievance and arbitration provisions of this Article shall be subject to the Illinois "Uniform Arbitration Act".

Section 6. Discipline

Any disciplinary action involving an employee shall be handled in accordance with Article 28, Disciplinary Action.

**ARTICLE 25
WAGE SCALE AND COST OF LIVING**

Section 1. Base Pay

For the purpose of applying the percentage increases, the base pay does not include education pay or Firefighter III pay. Base pay shall increase as follows: 1% effective the first pay period following May 1, 2014, 1.5% effective the first pay period following January 1, 2015, 2% effective the first pay period following January 1, 2016, 2.25% effective the first pay period following January 1, 2017. All step increases shall commence on the effective date of the step increase.

Rank pay shall be added to the Firefighter Wage Scale as follows:

Lieutenant - \$3,560.70

Captain - \$7,148.79

Effective the first pay period after January 1, 2015, Rank pay shall be added to the firefighter wage scale as follows:

Engineer - \$2,000.00

Lieutenant - \$4,000.00

Captain - \$8,000.00

Section 2. C.O.L.A.

Employees shall also be compensated in accordance with the provisions of the Cost of Living Schedule attached to the agreement and labeled Appendix B. Such Cost of Living Schedule is to be considered part of this agreement. However, such Cost of Living Allowances provided for in Appendix B shall be frozen for the period of May 1, 2014 through December 31, 2017.

Section 3. Firefighter III Pay

Any firefighter completing the requirements for certified Firefighter III shall receive an additional \$1,714.72 yearly added to their pay. All firefighter III training shall be conducted in the Quad Cities.

Educational wage increases will be payable starting the first full pay period following the date on the certification document, however the maximum retroactive pay shall not exceed four (4) pay periods under any circumstances.

Section 4. Out of Rank Pay

There shall be an individual fulfilling the role of an officer at every station. When a Lieutenant position is vacant due to vacation, sick, personal time or any other reason that position will be filled by the senior employee at the station, at the discretion of the shift Commander working the day the acting out of rank occurs. When a Captain position is vacant due to vacation, sick, personal time or any other reason, then that position shall be filled by the with the most time in grade. Firefighters shall have the right to refuse such duties.

Employees assigned to act in a higher rank shall be paid a differential equal to the differential between the pay of the acting employee's rank (Firefighter 7 yr. Step or Lieutenant salary) and the pay for the higher rank in which the employee is acting (Lieutenant or Captain) as applicable, for all hours worked in the higher rank.

Effective January 1, 2015

There shall be an individual fulfilling the role of Battalion Chief, plus a Company Officer and Engineer on each apparatus at all times.

- A. When the Battalion Chief position is vacant due to vacation, sick, personal time or any other reason the position will be filled by the Captain, or if not available by the Lieutenant with the most time in grade. Move up pay will be added to the officers pay in the amount of \$1.46 per hour for all hours worked in the Battalion Chief move up position. This move up pay shall begin after the seventh (7th) consecutive shift of absence of the Battalion Chief, or upon knowledge that the Battalion Chief will be absent for seven or more consecutive shifts.
- B. When a Company Officer position is vacant due to vacation, sick personal time or any other reason the position will be filled by the senior ranking employee at the station, at the discretion of the Battalion Chief working the day the acting out of rank occurs. The move up pay shall be the difference between the pay of the employee moving up and Lieutenant pay.
- C. When the Engineer position is vacant due to vacation, sick personal time or any other reason the position shall be filled by move up of the most senior qualified (F.A.E.) Firefighter at the station. The move up pay shall be the pay difference between the employee moving up and the Engineer pay. Firefighters shall have the right to refuse such duties.

Section 5. Paramedic Pay

Firefighters certified as paramedic shall receive \$1,643.40 per year while they retain their certification. Upon implementation of the City-based ALS ambulance transport program firefighters certified as paramedic shall receive the stipend of three (3) percent of firefighter base salary (7-year step). Firefighters certified as EMT-B shall receive \$547.80 while they retain their certification. Compensation shall commence the first full pay period after the license has been provided to the City.

Section 6. Public Education Coordinator

- A. Under the direction of the Fire Chief, an individual shall be appointed to the position of Public Education Coordinator for the purpose of further advancing the department's public education activities.

The essential job functions of the Public Education Coordinator include but are not limited to the following:

Exercises the responsibility for ensuring the proper and adequate education of the public and firefighters in the matters of fire and life safety.

Is responsible for scheduling, planning all CPR, First Aid and Fire Extinguisher classes that will be delivered to the public.

Is responsible for scheduling, planning, all visits to the Fire Stations, static displays, and other demonstrations requested by the public.

Maintains adequate inventory of fire prevention related materials.

Is responsible for the care and maintenance of all fire and life safety related props.

Develops and presents fire and life safety education classes and programs in public/private schools, daycare centers, senior homes, businesses and other various groups and organizations.

Promotes fire prevention through public displays and the media.

Plans, coordinates, and schedules the East Moline Fire Department, public education activities for National Fire Prevention Week.

Compiles and analyzes information relative to potential fire problems with the community.

Compiles data for and prepares monthly and annual reports on fire safety activities and programs.

Chairs the Fire & Life Safety committee.

Maintains records of all public education training and activities.

Operates and/or utilizes a variety of types of office and other equipment such as computer, calculator, camera, audio visual equipment, drafting equipment, mechanics tools, firefighting equipment etc...

Secures and sets up the equipment, visual aids, materials, etc. needed for the safe and efficient implementation of fire and life safety programs; assumes responsibility for ensuring that the fire and life safety programs are conducted both safely and professionally.

Works closely with the Training Officer and the Shift Commanders when scheduling and assigning tasks related to delivery of fire and life safety programs.

Interacts professionally with the Public, Fire Chief, Training Officer, Secretary, Shift Captains, Shift Lieutenants, Elected, and other City personnel.

Attends and participates in staff meetings, training seminars, etc. as required.

Operates emergency vehicles as needed and responds to fires, vehicular accidents, alarms, hazardous materials emergencies and other special rescue situations as necessary.

Prepares written press releases and verbally disseminates information to the press when assigned.

- B. The Public Education Coordinator shall receive a stipend of \$ 75.00 per pay period for the performance of the above duties. The Public Education Coordinator shall be compensated at a rate of one and one-half times his/her low rate of pay when required to perform public education duties beyond his/her work schedule. The Public Education Coordinator may, upon the approval of the Fire Chief and acceptance by the member, receive compensatory time at the rate of one and one-half hours times the actual hours worked, for activities conducted beyond his/or her work schedule.
- C. The Public Education Coordinator shall serve indefinitely. The Fire Chief may appoint any member to the position of Public Education Coordinator. The term shall be considered indefinite except; the Fire Chief may replace the Public Education Coordinator at his discretion upon 45-days written notice to the Union. The Public Education Coordinator may resign from the position upon 45-days written notice to the Fire Chief. Neither party shall be required to show cause for such appointment, removal or resignation.

Effective January 1, 2015

The position of Public Education Coordinator is eliminated.

Section 7. Fire Inspector

- A. The City will create the position of Fire Inspector.
- B. The Fire and Police Commission will conduct the testing of the position and establish an eligibility list similar to that of the Firefighters ranking tests. The scoring will be based upon an oral interview, a written exam, and previous experience and/or education in fire inspection.
- C. The Fire Inspector position would continue to be a union position and will be eligible to take all tests given to Firefighters of the same rank and qualification.
- D. The person occupying the position of Fire Inspector may return to an active fire-fighting shift at any time if there is a qualified replacement on the tested eligibility list for Fire Inspector who is agreeable to take the position of Fire Inspector.
- E. Overtime for the Fire Inspector shall be restricted to call back for emergencies and fire investigations only.
- F. The pay for the position of Fire Inspector will be the pay being received by the employee for his/her current rank plus an extra \$75.00 per pay period. This extra

\$75.00 per pay period will not be included in the base pay, and it will cease when the employee no longer occupies the position of fire Inspector.

- G. The Fire Inspector position would be 40 hours per week; therefore Holiday Pay will be in accordance with Article 11, Section 3 of the Labor Agreement.

Effective January 1, 2015

- A. The position of Fire Inspector is eliminated.
- B. The duties of the Fire Inspector shall be assumed by Management personnel at the sole discretion of the City.
- C. Any Battalion Chief responsible for Fire Inspection duties may utilize the personnel in his command to assist with inspection duties.

Section 8. Engineer

The city agrees to create and maintain nine (9) engineer positions, three (3) per shift.

Section 9. Tuition Reimbursement

Employees who take courses required for Illinois Fire Officer One (1) and Fire Officer Two (2) Certification shall be reimbursed Fifty percent (50%) of the costs of each course upon successful completion.

ARTICLE 26 VALIDITY

Section 1. General

In case of any conflict between the provisions of the Illinois Public Labor Relations Act and any other law, executive order or administrative regulation relating to wages, hours and conditions of employment and employment relations, the provisions of said Act or this Agreement as negotiated under said Act shall prevail and control.

Section 2. Precedence of Agreement

Except as provided above in Section 1, this Agreement as executed pursuant to the Illinois Public Labor Relations Act, shall supersede any contrary statute, charter, ordinance, rules or regulations relating to wages, hours and conditions of employment and employment relations adopted by the City or its agents.

Section 3. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

Section 4. Fire and Police Commission

Nothing in this Agreement shall be construed to infringe the jurisdiction of the Fire and Police Commissioner's Act, as set forth in the Illinois Revised Statutes, and those rules established by the duly appointed members of the East Moline Board of Fire and Police Commissioners, provided such rules are reasonable, subject to Section 2 above.

ARTICLE 27
NO STRIKE - NO LOCKOUT

During the term of this Agreement, the Union agrees that neither it nor any of its members, or employees covered by this Agreement, shall participate in, induce or in any other way encourage strikes, and the City agrees that it will not lock out any employee covered by this Agreement.

ARTICLE 28 DISCIPLINARY ACTION

Section 1. Discipline

Both parties agree with the tenets of progressive corrective discipline and agree that disciplinary actions may be imposed upon any employee in the bargaining unit for just cause. Disciplinary actions may include the following, but shall be initiated in light of the seriousness of the offense and shall be intended to correct unacceptable behavior and/or work performance of an employee: written reprimand; suspension; and discharge.

Discipline and disciplinary charges filed shall be imposed as soon as reasonably possible after the City is aware of the event or action-giving rise to the discipline. If the City has reason to discipline an employee, as a general rule it will not be done in the presence of other employees or the public.

Section 2. Progressive Disciplinary Procedures

Under normal circumstances, the Fire Chief shall follow progressive disciplinary measures as defined in this section.

It is agreed between the parties that disciplinary investigations should normally be completed within ninety (90) days, unless there is good reason to extend the time period. The City agrees that it will comply with the requirements of the Illinois Fire Fighters Disciplinary Act.

A written warning to an employee shall be considered as the first step in the progressive disciplinary procedures. Written warnings shall indicate the reasons for the warning and shall specify actions, which must be taken by the employee in order to correct the problem.

Suspension from work without pay shall be considered the second step in the progressive disciplinary procedure. The employee shall be informed in writing of the reason and length of the suspension given. The Fire Chief may suspend for cause, without pay, an employee for a period of not more than five (5) consecutive days or forty (40) hours.

Any written reprimands shall not be used for further progressive discipline if, from the date of the last reprimand, twelve (12) months passes without the employee receiving any intervening disciplinary action. All suspensions shall not be used for further progressive discipline if, from the date of the last disciplinary action, thirty-six (36) months pass without intervening disciplinary action.

Section 3. Exceptions to Progressive Disciplinary Procedures.

Progressive disciplinary procedures may be waived for certain types of unacceptable behavior. In such cases disciplinary actions up to and including dismissal may be exercised by the appropriate authority for the first occurrence for just cause. Disciplinary measures taken under this section must be approved by the Fire Chief and the City Administrator before becoming effective. Examples of the types of behavior warranting disciplinary actions under his section are:

- A. Any criminal activity engaged in by an employee in the performance of his/her

duties.

- B. Refusal to perform assigned duties in violation of lawful and direct order by the employee's supervisor.
- C. Discovery of seriously misleading false statements on an employee's application for employment or on an employee's medical history record.
- D. Three or more consecutive unexcused absences.
- E. Intentional abuse or neglect of city equipment or City owned property.
- F. Suspension from work without pay exceeding eighty (80) hours in any twelve (12) month period.
- G. Drinking of alcoholic beverages on the job or being intoxicated while on the job.
- H. Use of or being under the influence of drugs other than alcohol, which are not prescribed by a physician while on the job.
- I. Gambling on the job.
- J. Fighting on the job.
- K. Sleeping on the job. (This shall not apply to Fire personnel who are sleeping during authorized hours or to personnel engaged in emergency work that is given permission to take rest periods at work rather than returning home.)

Section 4. Appeals of Suspension or Dismissal

Grievances may be filed with respect to any disciplinary action (other than and oral reprimand) taken against an employee. If the disciplinary action is a suspension ordered by the Fire Chief, the grievance shall be filed in the first instance at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Article 24 of this agreement. If the Board of Fire and Police Commissioners order the disciplinary action, the grievance may be appealed directly to arbitration within ten (10) calendar days after the issuance of the disciplinary decision.

Any appeal to arbitration of a disciplinary grievance shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee(s) waiving any and all rights they may have to appeal the subject action to the Board of Fire and Police Commissioners (in the case of disciplinary action imposed by authority of the Fire Chief) or to the courts pursuant to the Administrative Review Act (in the case of disciplinary action imposed by order of the Board of Fire and Police Commissioners). Any disciplinary action grievance filed without the required signed waiver shall not be arbitral and the arbitrator shall be without jurisdiction to consider or rule upon it.

Effective January 1, 2015

Section 1. Discipline

Both parties agree with the tenets of progressive discipline and agree that disciplinary actions may be imposed upon any bargaining unit member for just cause.

Section 2. Progressive Discipline

A. *Progressive discipline shall consist of three categories:*

1. *Written Reprimand*
2. *Suspension Without Pay*
3. *Discharge*

B. *Discipline shall be initiated at an appropriate level in light of the seriousness of the offense. The City agrees that it will comply with the requirements of the Illinois Fire Fighters Disciplinary Act.*

Disciplinary action shall be imposed as soon as reasonably possible after the City is aware of the event or action giving rise to the discipline. It is agreed between the parties that disciplinary investigations should normally be concluded within ninety (90) days, unless there is an extraordinary reason to extend the investigation. As a general rule discipline shall not be done in the presence of other employees or the public. Bargaining unit members have the right to have a Union representative present for any of the three levels of disciplinary action.

C. *Written Reprimand*

1. *A written reprimand to an employee shall indicate the reason(s) for the discipline and shall specify actions the employee should take to correct or avoid the problem.*
2. *The employee, with written approval of the Union, may appeal a written reprimand through the grievance procedure outlined in Article 24. This grievance shall begin at Step 1 of the grievance procedure.*
3. *Any Written reprimands shall not be used for further progressive discipline if no intervening disciplinary action occurs for twelve (12) months from the date of the written reprimand.*

Suspension Without Pay

The employee shall be informed in writing of the reason for and length of the suspension given, as well as the specific actions the employee should take to correct or avoid the problem.

The Fire Chief may suspend without pay for just cause for a period of up to one week.

- a. *One week for 24 hour shift employees shall be fifty two and one half (52.5) hours.*
- b. *One week for 8 hour employees shall be forty (40) hours.*
- c. *All hours of suspension shall be consecutive and shall begin at the time of discipline or at the beginning of the employee's next shift.*

The employee, with the written approval of the Union, may appeal a suspension without pay through the grievance procedure outlined in Article 24. This grievance shall begin at Step 2 of the grievance procedure.

Any suspensions without pay shall not be used for further progressive discipline if no intervening disciplinary action occurs for thirty six (36) months from the date of the suspension.

Suspensions without pay longer than one week shall be made in accordance with the Rules and Regulations of the Board of Fire and Police Commissioners and the Illinois revised statutes.

Discharge

Disciplinary measures taken under this section must be approved in writing by the Fire Chief and the City Administrator before becoming effective.

The employee, with written approval of the Union, may appeal discharge through the grievance procedure outlined in Article 24. This grievance shall begin at Step 4 of the grievance procedure.

Examples of the type of behavior warranting disciplinary actions under this section are:

- a. Any criminal activity engaged by an employee in the performance of His/her duties.*
- b. Refusal to perform assigned duties in violation of lawful and direct order by the employee's supervisor.*
- c. Discovery of seriously misleading false statements on an employee's application for employment or on an employee's medical history record.*
- d. Three or more unexcused absences.*
- e. Intentional abuse or neglect of City equipment or City owned property.*
- f. Suspension from work without pay exceeding two weeks in any twelve (12) month period.*
- g. Drinking of alcoholic beverages on the job or being intoxicated while on the job.*
- h. Use of or being under the influence of drugs other than alcohol, which are not prescribed by a physician to the employee, while on the job.*
- i. Fighting on the job.*

Section 3. Appeal of Discipline

- A. Any disciplinary action imposed by the Board of Fire and Police Commissioners may be appealed to arbitration, by use of the grievance procedure outlined in Article 24. This grievance shall begin at Step 4 of the grievance procedure. Such appeal shall be initiated within ten (10) calendar days after issuance of the disciplinary action.*
- B. Any appeal to arbitration of discipline shall have written approval of the Union and shall also contain a signed statement from the effected employee(s) waiving any rights they may have to appeal the subject action to the Board of Fire and Police Commissioners (in the case of disciplinary action imposed by the authority of the Fire Chief) or to the courts pursuant to the Administrative Review Act (in*

the case of disciplinary action imposed by the action of the Board of Fire and Police Commissioners). Any disciplinary action grievance filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it.

**ARTICLE 29
CONTINUOUS CONDITIONS OF EMPLOYMENT**

Section 1. Firefighter Certification

The City shall send new employees during their probationary period to fire school at the Illinois Fire Training Institute or any other facility approved by the Office of the State Fire Marshal for Basic Operations Firefighter training. Any new employee who is already a Certified Basic Operations Firefighter, but did not achieve his/her certification through the fire school at the Illinois Fire Training Institute or any other facility approved by the Office of the State Fire Marshal for Basic Operations Firefighter training, shall be sent to an approved fire school in order to benefit from the concentrated practical live fire training the student would receive from the school. Said Basic Operations Firefighter training shall be obtained by the appointee within his/her probationary period.

Section 2. Emergency Medical Services

- A. The position of EMT Certified Firefighter shall be voluntary for existing employees of December 4, 1991.
- B. All new hires subsequent to December 4, 1991 and prior to May 1, 1996 must be EMT-B/D certified within one (1) year of hiring anniversary. Employees failing to become certified within one (1) year shall be automatically terminated from employment.
- C. Firefighters hired prior to May 1, 1996, who volunteer for paramedic training and who become certified as paramedics as recognized by the State of Illinois shall be required to remain a paramedic .
- D. Firefighters hired on or after May 1, 1996 must obtain their paramedic license within two (2) years of their hire date. Paramedic license must be retained by these employees.
- E. If for any reason an employee is required to drop paramedic certification it shall be on a case by case basis.
- F. The City agrees to pay required EMT refresher course fees and agrees to release the employee from regular duty to attend this course. Compensation will be given under Article 30 Comp Time for those hours spent off duty in the refresher course.

The City further agrees to pay registration fee for continuing education units taken off duty, when approved in advance by the Chief, to fulfill their requirements of EMT Re-certification. Compensation will be made under Article 30 Comp Time for those off duty hours spent in CEU's classes required for re-certification. Employees must attend CEU's provided by the City when on duty.

- G. The City agrees to pay the cost for new employee paramedic certification. The City agrees to release the employee from regular duty to attend the certification training.
- H. The City also agrees to pay the cost for current employees wishing to update to paramedic certification. The City agrees to release the employee from regular duty to attend the certification training.
- I. All members required to maintain paramedic certification shall also maintain all requirements of the current EMS system for paramedics in the East Moline Fire Department.

ARTICLE 30 COMP TIME

Section 1. Authorization

Compensation time shall be granted for attending certain off duty, job-related, training which is approved by the Fire Chief. The authorized Comp time will be awarded at the rate of one and one-half hours for each hour of attendance.

Section 2. Scheduling

Employees must schedule their comp time usage by calling the shift commander on the day previous to the requested day off. If the call is made after 7 p.m. and the request does not create an overtime situation approval shall be granted and may not be withdrawn even if a subsequent event occurs that creates overtime. If a call is made before 7 p.m. and approval is granted such approval is tentative and must be confirmed by the employee by calling the shift commander at or after 7 p.m. A permanent written record shall be maintained which shows when the comp time was earned and when it was used.

Section 3. Accumulation

Employees may accumulate comp time up to a maximum period of ninety-six (96) hours. No employee will be eligible for comp time for non-training events, not required by the Fire Chief, if the accumulation of comp time will cause the employee to exceed the ninety-six (96) hour limit. Any comp time accumulated above this limit shall be paid at the applicable overtime rate.

Section 4. Employee Education

This article does not apply to formal education taken outside the Fire Department at the employee's discretion.

**ARTICLE 31
DRUG AND ALCOHOL TESTING**

Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of Local 929 present unacceptable risks to the safety and wellbeing of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and the Union agree to establish a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 2. Definitions

1. "Drugs" shall mean any controlled substance listed in Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

2. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug, which results in impairment while on duty.

3. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of drugs or alcohol in his/her body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City Business.
- B. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- C. Being under the influence of alcohol or proscribed drugs during the course of the workday.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4. The Administration of Tests

1. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

2. Pre-Employment Screening

Nothing in this Appendix shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

3. When a Test May Be Compelled

- A. Reasonable Suspicion Testing. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When any supervisory exempt personnel has reasonable suspicion to believe that an employee is impaired due to being under the influence, they shall have at least one other non-bargaining unit supervisory personnel confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty Union Representative. The employee may also confer

It is understood that drug or alcohol tests may be required under the following conditions:

- i. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- ii. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- iii. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
- iv. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off duty drug or alcohol abuse. The above examples do not provide an exclusive list of circumstances, which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard;
- v. Where an employee has been involved in a motor vehicle accident while operating a department vehicle.

Reasonable Suspicion Standard:

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
- ii. Information provided by an identifiable third party, which is independently corroborated.

B. Random Testing

- i. During each twelve (12) month period, not less than 25% of the average number of employees in the testing pool of all Department employees will be tested at various times for unannounced alcohol testing. Such testing for alcohol may occur at any time an employee is on duty.
- ii. During each twelve (12) month period, not less than 50% of the average number of employees in the testing pool of all Department employees will be tested at various times for

unannounced drug testing. Such testing for drugs may occur at any time an employee is on duty.

- iii. The testing dates and names shall be determined by an independent third party engaged in the business of drug testing and employing appropriate techniques for the random selection of testing names and dates.
- iv. Upon notification by a supervisor of a required test, the employee will proceed immediately to the testing site. Refusal to test will lead to disciplinary action in accordance with Section 9 of this Article.

4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts, which formed the basis of the order to test, will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. The employee may also confer with an attorney. Under no circumstances shall the test be delayed for more than one hour while waiting for or discussing the issue with union or legal representatives. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5. Conduct of Tests

The City may use Breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item h., below, shall apply), the City shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The City and Local 929 agree to meet within ninety (90) days of the contract signing to determine a list of acceptable testing agencies.
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

- D. Collect a sufficient sample of the same bodily fluid or material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provide quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, with standards in accordance with Section 5 a and b, at the employee's own expense provided the employee notifies the City Administrator within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more (or such lesser concentration as may hereafter be established by Illinois State Statutes, such as CDL requirements, for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood be considered positive: The foregoing standard shall not preclude the City from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases.

CDL REQUIREMENTS: Effective April 1, 1992, the legal blood alcohol concentration for Illinois drivers of commercial vehicles becomes 0.04 percent. This number will be used to determine if an employee is under the influence of alcohol while operating a commercial vehicle. Compliance with the CDL regulation also require that any level of alcohol in a drivers blood system mandates that the driver be placed out of service for at least 24 hours.

- I. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
- J. Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's

personnel file.

- K. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory test is positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interests.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites Current Federal DOT Levels
Cocaine metabolites Current Federal DOT Levels
Opiate metabolites Current Federal DOT Levels
Phencyclidine Current Federal DOT Levels
Amphetamines Current Federal DOT Levels

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

Confirmatory Initial Test Level

Marijuana metabolites* Current Federal DOT Levels
Cocaine metabolites** Current Federal DOT Levels
Opiates:
 Morphine Current Federal DOT Levels
 Codeine .. :..... Current Federal DOT Levels
Phencyclidine Current Federal DOT Levels
Amphetamines:
 Amphetamine Current Federal DOT Levels
 Methamphetamine Current Federal DOT Levels

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** B enzoyllecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendation) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his/her current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through the Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 9. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

1. First Positive.

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- A. Undergo appropriate treatment as determined by the physician(s) involved;
- B. Discontinue use of illegal drugs or abuse of alcohol;

C. Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

D. Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

2. Second Positive.

Employees who test positive on the confirmatory test of drugs or alcohol on a second occasion shall be subject to discharge. If the employee is then undergoing treatment, as provided in A (1) and (3) of Section 9, above, or if the employee establishes that there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

3. Third Positive.

Employees who test positive on the confirmatory test for drugs or alcohol on a third occasion shall be subject to discharge without possibility of mitigation or commutation. The City Administrator is hereby empowered by contract to impose such penalty, and an arbitrator shall have no jurisdiction to review, set aside or modify such penalty.

This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public, employees well being, or city property).

4. Refusal.

An employee who refuses a test shall be deemed to have had a positive test result, and discipline shall be imposed according to the above provisions.

Section 10. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, the City Administrator, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. Insurance Coverage

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

ARTICLE 32 MINIMUM MANNING

Section 1. Shift Minimum

The City shall provide a minimum compliment of manpower on each shift of nine (9) firefighters. The City shall also make all reasonable efforts to maintain this level within the City or Fire Protection District.

Section 2. Trade Day Scheduling

The officer in charge of the assigned employee's platoon and the employee shall make every effort to schedule a trade day in place of a personal day, if practicable, to avoid an overtime situation in the Fire Department.

Section 3. Overtime

Subject to the foregoing, the Chief shall have the sole authority to authorize overtime when contractual time off creates a need for overtime.

Section 4. Department Manning (Effective January 1, 2015)

The City and the Union agree that there shall be a minimum of thirty one (31) bargaining unit members and three (3) Exempt Battalion Chiefs assigned to suppression duty. Eleven on each shift plus one (1) employee available for a flexible shift (Section 5). This section is subject to Appendix D.

Section 5. Flexible Shift (Effective January 1, 2015)

- A. The Fire Chief shall be authorized to assign the least senior qualified firefighter (not in the first six (6) months of probation) to cover various shifts and stations in an effort to maintain minimum manning and to reduce overtime.
- B. The Fire Chief shall not assign this Firefighter in excess of the applicable work-hour or work week provisions of this agreement or applicable FLSA standards.
- C. The Fire Chief shall give verbal notice to both the Firefighter and the Union at least seven (7) days in advance of any assignment made in accordance with this section.
- D. Any assignment made in accordance with this section shall be for a period of no less than seven (7) days unless otherwise agreed to by the Union.
- E. If the least junior Firefighter has previously scheduled time off during a move period, another Firefighter shall be moved in his place.

Section 6. Supplement by Fire Chief (Effective through January 1, 2015)

The Fire Chief may be used at the discretion of the Chief to supplement the minimum compliment of manpower for a total maximum period of eight (8) hours per shift.

ARTICLE 33 PROMOTIONS

Section 1. General (Effective through January 1, 2015)

Promotions to the ranks of: Fire Inspector, Captain, and Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the "Act"). A copy of this Act is attached as "Appendix F1" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act, with the promotional process to be conducted and supervised by the East Moline Fire and Police Commission ("the Commission"). The Fire Chief will appoint the Training Officer, when a vacancy occurs in the position of Training Officer. The Chief's appointment shall be based upon the qualifications and experience of the applicants, as negotiated between the City of East Moline and Local 929, and as defined and specified in Appendix F2 to this agreement.

All promotions within the East Moline Fire Department are probationary for a period of 12 months. The promoted member shall be evaluated by their immediate supervisor monthly and must obtain a satisfactory evaluation at the completion of the probationary period for the promotion to become permanent. Promoted members who do not receive a satisfactory performance evaluation on the 12th month of their probationary period may be removed from probationary rank or have the probationary period extended at the discretion of the Fire Chief.

Section 1. General (Effective January 1, 2015)

Promotions to the ranks of: Battalion Chief, Captain, Lieutenant and Engineer shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the "Act"). A copy of this act is attached as "Appendix F1" to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act, with the promotional process to be conducted and supervised by the East Moline Fire and Police Commission (the "Commission").

All promotions within the East Moline Fire Department are probationary for a period of 12 months. The promoted member shall be evaluated by their immediate supervisor monthly and must obtain average evaluations of "Meets Expectations" at the completion of the probationary period for the promotion to become permanent. Promoted members who do not obtain an average of "Meets Expectations" on their performance evaluations during the probationary period may be removed from probationary rank or have the probationary period extended at the discretion of the Fire Chief.

Section 2. Vacancies (Effective through January 1, 2015)

This Article applies to promotions to positions where a vacancy occurs in the ranks of Fire Inspector, Lieutenant, and Captain. 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 continue to be funded and authorized by the corporate authorities. 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 three (3) 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.

Section 2. Vacancies (Effective January 1, 2015)

This Article applies to promotions to positions where a vacancy occurs in the ranks of Engineer, Lieutenant, Captain and Battalion Chief. 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 continue to be funded and authorized by the corporate authorities. 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 of up to three (3) years, beginning from the date on which the position was vacated. In such an event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3. Eligibility (Effective through January 1, 2015)

All promotions shall be made from employees in the next lower rank who have at least 3 years of seniority in the East Moline Fire Department and have worked at least one (1) year on shift in suppression in their current rank. Anniversaries of service, which affect eligibility, will be considered to occur on the date of the first step in the promotion process, for that particular promotion test. Only current Engineers shall be able to test for Lieutenant. Employees who have not obtained Fire Officer 1 provisional certification, from the Office of the State Fire Marshall of Illinois shall be eligible to take promotional testing, but will not be eligible for promotion until after obtaining the required certification (Fire Officer 1 provisional certification, from the Office of the State Fire Marshall of Illinois).

Section 3. Eligibility (Effective January 1, 2015)

All promotions shall be made from employees in the next lower rank who have at least three (3) years of seniority in the East Moline Fire Department and have worked at least one (1) year on shift in suppression in their current rank. Anniversaries of service, which effect eligibility, will be considered to occur on the date of the first step in the promotion process, for that particular promotion test.

- A. *Eligibility to test for the position of Lieutenant shall also include attainment of Fire Officer 1 provisional certification, or above from the Office of the State Fire Marshal of Illinois.*
- B. *Eligibility to test for the position of Engineer shall also include:*
1. *Attainment of Fire Apparatus Engineer and Emergency Vehicle Operator certifications from the Office of the State Fire Marshal of Illinois.*
 2. *Successful completion of a department apparatus operations practical examination administered by a testing committee of two Battalion Chiefs and two current Engineers. The department apparatus practical examination will cover all of the department's current pumper and aerial apparatus.*
- C. *If there are not at least two(2) willing and eligible candidates for a promotional test, the time in grade will be waived for otherwise eligible candidates in that rank.*
- D. *If there are still not at least two(2) candidates, eligibility will be opened to the employee who is ranked highest on the promotional list for the rank that is testing.*

Section 4. Rating Factors and Weights (Effective through January 1, 2015)

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 order of the testing shall be: Ascertained Merit, Seniority, Written Test, and Subjective Component. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following four (4) components weighted as specified:

	<u>Promotion Component</u>	<u>% Weight</u>		
		<u>Fire Insp</u>	<u>LT</u>	<u>CPT</u>
1.	Written Examination (§ 35)	50%	40%	30%
2.	Seniority (§ 40)	10%	10%	10%
3.	Ascertained Merit (§ 45)	20%	20%	20%
4.	Subjective Component (§ 50)	20%	30%	40%

Section 4. Rating Factors and Weights (Effective January 1, 2015)

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 order of the testing shall be: Ascertained Merit, Seniority, Written Test, and Subjective Component. The placement of employees on promotional list shall be based on the points achieved by the employee on promotional examinations consisting of the following four (4) components weighted as specified.

<u>Promotional component</u>		<u>% Weight</u>			
		<u>ENG</u>	<u>LT</u>	<u>CPT</u>	<u>BC</u>
1.	Written Examination	0%	45%	40%	30%
2.	Seniority	70%	10%	10%	5%
3.	Ascertained Merit	5%	5%	5%	5%
4.	Subjective Component	25%	40%	45%	60%

If there is only one (1) candidate for any given promotion the Subjective Component may be waived.

Section 5. Test Components (Effective through January 1, 2015)

- A. Written Examinations. The written examination shall consist of an examination worth 100 points, composed by a reputable and recognized outside testing agency and deemed to be job related by the Commission, with the agency to be selected by the Commission. The study guides shall be available 90 days in advance along with an outline of subjects that will be tested. A complete set of all study materials will be present at each fire station 90 days in advance of the written examination, and available for use by the candidates.
- B. Seniority. Seniority for Fire Inspector and Lieutenant Candidates shall be determined by a point system with one half point given for each year of service, defined by eligibility criteria stated above, to a maximum of 10 points for twenty (20) years of service. Seniority for Captain Candidates shall be determined by a point system with .2 points given for each year of service in the department (up to a maximum of 5 points) and one point for each year in grade (to a maximum of 5 points). A maximum of ten (10) points may be awarded for any combination of both types of seniority credit.
- C. Ascertained Merit. Ascertained merit shall be determined by a point system defined as follows:

- a. Fire Fighter Three 2.5 points
- b. Fire Officer One 5 points max
Each course required for certification will be worth 1 point
- c. Fire Apparatus Engineer 3 points
- d. Fire Officer Two 5 points max
Each course required for certification will be worth 1 ¼ points
- e. Associate's Degree 2.0 points
Or in lieu of an Associate's Degree:
- f. Bachelor's Degree 4.5 points
- g. Points awarded for Associate's or Bachelor's degrees are not cumulative.

D. Subjective Component. The subjective evaluation component shall consist of the following elements weighted on a 100 point scale for all components of the examination as follows:

Rank	Fire Inspector	Lieutenant	Captain
Aggregate Weight	20% (pts)	30% (pts)	40% (pts)
Test Element Assessment	15 pts.	25 pts.	35 pts.
Peer Review	5 pts.	5 pts.	5 pts.

The assessment shall be conducted in accordance with 50 ILCS 742 as amended in 2008.

E. Veteran's Preference Points. Veteran's points shall be determined as stated in Sections 55 and 20 (c) of the Act.

F. Peer Review. There will be a total of five (5) questions agreed to by both the Fire Chief and IAFF Local 929. Each question will be rated/scored from one (1) thru five (5) with one (1) being low and five (5) being high.

Section 5. Test Components (Effective January 1, 2015)

A. Written Examinations. *The written examination shall consist of an examination worth 100 points, composed by a reputable and recognized outside testing agency and deemed to be job related by the Commission, with the agency to be selected by the Commission. The study guides shall be available 90 days in advance along with an outline of subjects that will be tested. A complete set of study materials will be present at each fire station 90 days in advance of the written examination, and available for use by candidates.*

B. Seniority.

a. Seniority for Engineer candidates will be determined by a point system with seven (7) points given for each year of service, seventy (70) point maximum.

b. Seniority for Lieutenant Candidates shall be determined by a point system with one half point given for each year of service, defined by eligibility criteria stated above, to a maximum of 10 points for twenty (20) years of service.

c. Seniority for Captain candidates shall be determined by a point system with .2 points given for each year of service in the department (up to a maximum of 5 points) and 1 point for each year in grade as a lieutenant (to a maximum of 5 points). A maximum of 10 points may be awarded for any combination of both types of seniority credit.

d. Seniority for Battalion Chief Candidates shall be on a point system with one (1) point given for each year in grade as a Captain, up to a maximum of 5 points.

C. Ascertained Merit. Ascertained merit shall be determined by a point system defined as follows:

a. Associate's Degree 2.5 points

b. Bachelor's Degree 5.0 points

Points awarded for Associate's or Bachelor's degrees are not cumulative.

D. Subjective Component. The subjective evaluation component shall consist of the following elements weighted on a 100 point scale for all components as follows:

Rank	ENG	LT	CPT	BC
Aggregate Weight	25%(pts)	40%(pts)	45%(pts)	70%(pts)
Assessment	N/A	20(pts)	20(pts)	30(pts)
Evaluations	25(pts)	20(pts)	25(pts)	40(pts)

a. The assessment shall be conducted in accordance with 50 ILCS 742 as amended in 2008.

b. Performance evaluations of all members shall be conducted semi-annually between June 1-15, and December 1-15 of each year. The scoring of evaluation part of the subjective component will be calculated by averaging all semi-annual evaluations received for the candidate's current rank. Probationary evaluations

of firefighters and officers are excluded from calculation in the promotional process.

c. Any employee, including probationary employees, may request that the Fire Chief appoint a review committee to review any performance evaluation.

d. This review committee will have three members of equal or higher rank than the effected employee. It shall review the evaluation and give the Fire Chief a recommendation for action.

E. Veteran's Preference Points. Veteran's points shall be determined as stated in Section 55 and 20 (c) of the Act.

Section 6. Scoring of Components

The written and the subjective components of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates failing to score sixty-five (65%) percent or higher, on the written exam, will not be allowed to complete the promotion process. If the candidate scores 65% or higher on the written exam for a promotion to a position covered under this appendix, that candidate shall be permitted to complete the promotion process, unless the candidate elects to withdraw from the process. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the promotion process. Such ranking shall constitute the preliminary promotional list.

A candidate on the preliminary promotion list, who is eligible for a veteran's preference under the laws and agreements applicable to the department, may file a written application for that preference within ten (10) calendar days after the initial posting of the preliminary promotional list. The preference shall be calculated as provided under Section 55 of the Act and the designated points shall be added to the total score achieved by the candidate on the test. The Commission shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted at each fire station and copies provided to the Union and all candidates.

Section 7. Right to Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, an examination result, the placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the Commission, or as otherwise provided by law.

Section 8. Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Commission shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the Commission shall have the right to pass over that person and appoint the next highest ranked person on the list if the Commission has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the Commission shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. 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 24, Section 2. For all matters concerning the promotion process or any component thereof the grievance procedure will be as follows:

- Step One** The Fire & Police Commission
- Step Two** An Arbitrator

Section 9. Maintenance of Promotional Lists

Final eligibility lists shall be effective for a period of three (3) years. The Employer shall take all necessary steps to ensure that the Commission maintains in effect current eligibility lists so that promotional vacancies are filled not later than fourteen (14) calendar days after the occurrence of the vacancy.

Section 10. Monitoring

Local 929 may select two persons, who are not members of the East Moline Fire Department, who may act as observers of the promotion process on behalf of the Union. The Commission may also select two additional impartial observers to monitor the promotion process on behalf of the Commission. The monitoring shall be conducted in accordance with the Act. If on the day of a phase or event of the promotion process, a monitor fails to show up, the event/process will continue with the monitors present at that time. At no time will the absence of a monitor delay, disrupt, or stop any phase or event of the promotion process.

Section 11. Retreat of Rank (Effective January 1, 2015)

Employees of any rank, including Exempt Battalion Chief, have the right to voluntarily take a reduction in rank. An employee choosing to do so will fill the vacancy in the next lower rank created by the promotion to their previous position. Retreat of rank will only be allowed if there is a willing candidate to accept the promotion to the vacancy.

ARTICLE 34
CAREER COUNSELING
(Effective January 1, 2015)

Section 1. Overview

Both parties agree that the use of counseling is beneficial to the operation of the department. Both parties agree that counseling may be used for any employee of the bargaining unit for just cause. Corrective counseling is intended to correct unacceptable behavior and or work performance. Corrective counseling shall be initiated based on the nature and severity of the issue with the goal of correcting the employee's behavior or performance, however, nothing in this section guarantees a right or due process for corrective counseling or progressive discipline for infractions deemed to be serious as determined by the Fire Chief.

Section 2. Counseling Statements

- A. There shall be one counseling statement form used for all types of counseling.*
- B. Probationary Firefighters will receive monthly counseling statements from their immediate supervisor.*
- C. Counseling statements shall be kept in the employee's personnel file.*
- D. Counseling statements can be given at any time to acknowledge exemplary work performance.*
- E. Corrective counseling statements can be given at any time to identify unacceptable behavior and or work performance.*
- F. Any member may request that the Fire Chief appoint a review committee to review any counseling statement.*

Section 3. Engineers and Firefighters

- A. A first corrective counseling statement on any issue for Engineers and Firefighters shall be initiated by a Company Officer (Captain or Lieutenant). It shall contain the reason for counseling and a course of action to correct/improve behavior and or work performance or a referral to the Battalion Chief for action.*

If referred to a Battalion Chief he may then:

- a. Outline corrective action/training to the company officer.*
- b. Refer the issue to a review committee appointed by the Fire Chief.*

**ARTICLE 35
DURATION OF AGREEMENT**

Section 1. Duration

This agreement shall be effective as May 1, 2014 and shall remain in full force and effect until the thirty-first (31st) day of December 2017. The agreement as a whole shall be automatically renewed from year to year after December 31, 2017, unless either party hereto shall notify the other in writing, by August 31, 2017 that it desires to terminate or modify this agreement. In the event that such notice is given, negotiations shall begin no later than September 31, 2017. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party. IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2014.

FOR THE CITY

FOR THE UNION

**John Thodos
Mayor**

**Tom Cassidy
Lead Negotiator L929**

**Cole O'Donnell
City Administrator**

**Todd Caves
Negotiator L929**

APPENDIX A

FIREFIGHTER WAGE SCALE

	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR
May 1, 2014	\$ 43,764.20	\$ 47,379.88	\$ 51,053.41	\$ 54,669.09	\$ 58,342.62	\$ 61,958.29	\$ 63,809.53
HOURLY RATE	\$ 15.98	\$ 17.30	\$ 18.64	\$ 19.96	\$ 21.30	\$ 22.62	\$ 23.30
January 1, 2015	\$ 44,420.66	\$ 48,090.58	\$ 51,819.21	\$ 55,489.13	\$ 59,217.76	\$ 62,887.66	\$ 64,766.67
HOURLY RATE	\$ 16.22	\$ 17.56	\$ 18.92	\$ 20.26	\$ 21.62	\$ 22.96	\$ 23.65
January 1, 2016	\$ 45,309.08	\$ 49,052.39	\$ 52,855.60	\$ 56,598.91	\$ 60,402.11	\$ 64,145.42	\$ 66,062.01
HOURLY RATE	\$ 16.54	\$ 17.91	\$ 19.30	\$ 20.66	\$ 22.05	\$ 23.42	\$ 24.12
January 1, 2017	\$ 46,328.53	\$ 50,156.07	\$ 54,044.85	\$ 57,872.38	\$ 61,761.16	\$ 65,588.69	\$ 67,548.40
HOURLY RATE	\$ 16.91	\$ 18.31	\$ 19.73	\$ 21.13	\$ 22.55	\$ 23.95	\$ 24.66

	11TH YEAR	16TH YEAR	21ST YEAR	26TH YEAR
May 1, 2014	\$ 65,400.43	\$ 66,586.37	\$ 67,772.31	\$ 68,669.00
HOURLY RATE	\$ 23.88	\$ 24.31	\$ 24.74	\$ 25.07
January 1, 2015	\$ 66,381.44	\$ 67,585.17	\$ 68,788.89	\$ 69,699.04
HOURLY RATE	\$ 24.24	\$ 24.68	\$ 25.11	\$ 25.45
January 1, 2016	\$ 67,709.07	\$ 68,936.87	\$ 70,164.67	\$ 71,093.02
HOURLY RATE	\$ 24.72	\$ 25.17	\$ 25.62	\$ 25.96
January 1, 2017	\$ 69,232.52	\$ 70,487.95	\$ 71,743.38	\$ 72,692.61
HOURLY RATE	\$ 25.28	\$ 25.73	\$ 26.19	\$ 26.54

Annual salaries based on 52.5 average hours per week, 2,739 hours per year.

LIEUTENANTS PAY (Effective through January 1, 2015)
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE - SALARY ATTACHED TO RANK)

April 25, 2011	\$3,560.70
Hourly Rate	\$1.30

CAPTAINS PAY (Effective through January 1, 2015)
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE - SALARY ATTACHED TO RANK)

April 25, 2011	\$7,148.79
Hourly Rate	\$2.61

FIREFIGHTER III PAY
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

April 25, 2011	\$1,714.72
Hourly Rate	\$0.63

EMT-P PAY
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

April 25, 2011 (ATP Implemented)	\$1,807.74
Hourly Rate	\$0.66
April 25, 2011 (ATP Not Implemented)	\$1,643.40
Hourly Rate	\$0.60

EMT – A, B, & I PAY
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

April 25, 2011	\$547.80
Hourly Rate	\$0.20

ENGINEER PAY (Effective through January 1, 2015)
 (AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

April 25, 2011	\$1,500.00
Hourly Rate	\$0.63

Effective January 1, 2015

ENGINEER PAY

(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE – SALARY ATTACHED TO RANK)

January 1, 2015	\$2,000.00
Hourly Rate	\$0.73

LIEUTENANTS PAY

(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE – SALARY ATTACHED TO RANK)

January 1, 2015	\$4,000.00
Hourly Rate	\$1.46

CAPTAINS PAY

(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE – SALARY ATTACHED TO RANK)

January 1, 2015	\$8,000.00
Hourly Rate	\$2.92

MOVE UP TO BATTALION CHIEF

(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

January 1, 2015	
Hourly Rate	\$4.38

**APPENDIX B
COST OF LIVING ALLOWANCE**

Section 1.

A Cost of Living Allowance as set forth in this Appendix B shall become effective the first pay period beginning on or after May 1, 1986, in accordance with Article 25, Section 2.

The Cost of Living Allowance shall be applied to the Hourly Rate.

Thereafter, during the term of this Agreement, adjustments in the Cost of Living Allowance shall be as follows:

EFFECTIVE DATE OF ADJUSTMENT

First pay period beginning on or after May 1, 1986 and at Three-Calendar-Month intervals thereafter, all in accordance with Article 25, Section 2.

**BASED UPON THE AVERAGE OF THE BLS
CONSUMER PRICE INDEX FOR:**

December, January and February and at Three-Calendar-Month intervals thereafter, all in accordance with Article 25, Section 2.

In no event will a decline in the Three-Calendar-Month average of the BLS Consumer Price Index provide the basis for a further wage decrease.

The amount of the Cost of Living Allowance which shall be applied to the hourly rates and be effective as provided above, shall be made in accordance with the following table:

**BLS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL
WORKERS AVERAGE OF THE PUBLISHED INDEX FOR THE STATED THREE-
CALENDAR-MONTHS**

COST OF LIVING ALLOWANCE TO BE APPLIED TO HOURLY RATES

Note: For specific information, please refer to master agreement maintained with your Local President or City Personnel Department.

A master copy of the Cost of Living Allowance Schedule is on file with Local 929, and the City Administrator's office.

APPENDIX C
FAIR SHARE FEE PROTEST RESOLUTION PROCEDURE

Local 929 has adopted the following procedures to be utilized in connection with Fair Share Fee and related protests:

A. Upon a review and analysis of all expenditures made during the most recently concluded fiscal year, the amount of the Fair Share Fee (i.e. the advance reduction from full dues) for the next calendar year following will be determined by Local 929. The amount of the Fair Share Fee will thereafter be posted on firehouse bulletin boards preceding the effective date of the newly established Fair Share Fee. Local 929 will also provide written notice to the City of East Moline of the determination of its Fair Share Fee.

B. Any Fair Share Fee payer who is dissatisfied with the amount of the Fair Share Fee for fiscal year 1986-87 or any future fiscal year (hereinafter the "protest year") may lodge a protest with Local 929. Each such protest must be tendered to Local 929 on or before May 30th, of the current protest year, or if mailed, the envelope containing the protest must be postmarked no later than May 30th of the current protest year. Each such protest must either be hand delivered to Local 929's Secretary-Treasurer or addressed to Local 929, postage prepaid. The mailing address of Local 929 is P.O. Box 591, East Moline, Illinois 61244.

C. Immediately upon receipt of timely protests that are filed regarding the Fair Share Fee, Local 929 will cause to be established an escrow account in a federally insured financial institution (the escrowee) which escrow account shall bear the highest interest rate then available. Deposits into the escrow account from fair share payments will be made on behalf of any fair share fee payer who files a timely protest for the appropriate protest year. The escrow account shall be utilized solely for the deposit of an amount equal to the aggregate of that amount fairly placed in issue by the protests. Deposits into the escrow account shall be made as monthly Fair Share Fee payments are received from protesters. Under the escrow agreement neither Local 929 nor any protester shall have the right to withdraw, expend or otherwise use any of the funds in the escrow account until such time as a final resolution is rendered in connection with the pending protests. Upon certification by Local 929 of a final resolution of the protests for the protest year in question, by presentation to the escrowee of the final judgment or arbitration award, as the case may be, the escrowee shall allocate and distribute the funds to Local 929 and/or the protesters, as the case may be, in conformity with the decision constituting the final resolution of the protests, as certified by Local 929. Should it become apparent to Local 929 that any protester has abandoned his/her protest then local 929 shall certify that fact to the escrowee and the escrowee shall then release to Local 929 the fund escrowed for each protest.

D. Due to the absence of a governmental-administrative forum that a Fair Share Fee protester employed by the East Moline Fire Department can have recourse to secure a final resolution of a protest, protests shall be finally resolved as follows:

1. Any protester may file an action in the Circuit Court of Rock Island County Illinois, naming Local 929 as a defendant, wherein the court will be requested to review whether the Fair Share Fee for the protest year in question, as determined by Local 929 "covers the cost of the collective bargaining process and contract administration", as provided

for in the collective bargaining agreement between Local 929 and the City; or

2. Any protester may request Local 929 to submit such protest over the amount of the Fair Share Fee to binding arbitration. An arbitrator shall be mutually selected by Local 929 and the protesters as a group from a list of 11 arbitrators furnished by the American Arbitration Association; each arbitrator shall be a member of the National Academy of Arbitrators.

E. Upon the entry of a final judgment in any judicial proceeding or the issuance of an arbitration award, as the case may be, and after the exhaustion and/or expiration of all available appeal procedures, Local 929 shall forthwith certify to the escrowee, as provided for in paragraph 3 hereof, the final resolution of the protests so the escrowee may allocate and distribute the funds in the escrow account pursuant to the directions contained in the final judgment or arbitration award.

APPENDIX D
LETTER OF INTENT

It is not the intention of the City to reduce the current number of personnel who regularly perform fire-fighting duties. However, should it be necessary to reduce the overall City work force, said reduction shall affect all City Departments.

APPENDIX E
AGREEMENT FOR JOINT LABOR/MANAGEMENT
HEALTH CARE PLANNING COMMITTEE
CITY OF EAST MOLINE

WHEREAS, the City of East Moline offers a program of group health care coverage to its employees and retirees and their dependents through a partially self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the City Council of the City of East Moline, the exclusive representatives of the City employees pursuant to the Illinois Public Labor Relations Act, City Employees not so represented by an exclusive representative, and the retired City employees who participate in the City of East Moline Employee Health Benefit Plan, and the Administration of the City, that a revised Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the City employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows:
 - City of East Moline
 - American Federation of State, County, and Municipal Employees Local 1234 (AFSCME)
 - Fraternal Order of Police Lodge 96 (FOP)
 - International Association of Fire Fighters Local 929 (IAFF)
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.
3. The plan as described in Attachment 1 shall continue in force as the City of East Moline Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee, and approved, if necessary (i.e. budget and contract approval), by the City Council of the City of East Moline. As an example, nine members of a 12 member committee would be required to

vote for a change in order to modify the provisions of the Plan, subject to City Council approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the City of East Moline may be bargained individually by the parties as provided by law, or established by the City of East Moline for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in East Moline, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents.

Employees of the City called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the City of East Moline. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the City of East Moline and its non-represented employees nor between the City of East Moline and the retired employees of the City, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Care Planning Committee shall be composed of twelve (12) regular and four (4) alternative members appointed by the parties as follows:

- a. The City Administrator shall appoint four regular members of the Committee and one alternate as representatives of management.
- b. The AFSCME, FOP, and IAFF unions shall each appoint two regular members of the Committee and one alternate as representatives of these bodies.
- c. The City's Insurance Clerk and Human Resources Manager shall serve as permanent members.

Additionally, one member of the City Council, appointed by the City Council, may serve on the committee as a non-voting member. While this member may participate in the committee discussions, this member's presence shall not count toward determining a meeting quorum.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this

Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of 1 May 2008 (i.e. 1 November 2008) and present the revised mission and goals to the City Council for review and discussion. On an annual basis no later than 1 February of each calendar year, the Committee co-chairs will present to the City Council an analysis of the condition of the City's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the East Moline City Council monthly in the appropriate meeting forum, whether it be closed or open session of the City Council, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

9. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days notice to the members. Working days shall be defined as days that the East Moline City Hall is open for business. In order for a quorum to be present at a regular meeting, at least 51 % of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be

determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and city administration shall be in attendance.

10. Employees who are on duty shall be granted time off work to attend Committee and sub-committee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the City for attendance at meetings when employees are not on duty.

11. The Committee staff shall be selected and appointed from available qualified city staff.

12. The parties agree that for the term of this agreement, the existing fund balance in the City Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

13. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in its planning for health plan expenses to provide for a pro-active Wellness program.

14. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the City Council and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

15. It is understood and agreed that the City of East Moline, being a municipal corporation, this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of municipalities, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the City of any other party.

16. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty (30) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

SIGNATURES

CITY OF EAST MOLINE

City Administrator

May 1, 2011

Date

City Attorney

May 1, 2011

Date

AFSCME Local #1234

Authorized Representative

May 1, 2011

Date

Authorized Representative

May 1, 2011

Date

FOP LODGE #96

Authorized Representative

May 1, 2011

Date

Authorized Representative

May 1, 2011

Date

IAFF LOCAL 929

Authorized Representative

May 1, 2011

Authorized Representative

May 1, 2011

APPENDIX F1

LOCAL GOVERNMENT

(50 ILCS 742/) Fire Department Promotion Act

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93411, eff. 8403.)

APPENDIX F2 TRAINING OFFICER

1. The City will create the position of Training Officer contingent upon successful funding of the position. If the position of Training Officer is not created, or terminated for any part of an entire fiscal year, the Union has the right to re-open the labor agreement for the limited purpose of bargaining the appropriate compensation for those Union employees who are performing or expected to perform training officer functions. Bargaining on the re-opener shall commence upon the City's notice to the Union that the City has abolished or not approved the Training Officer for any part of an entire fiscal year and shall be subject to the Illinois Public Employment Relations Act. (5 ILCS 315/14) and its impasse procedures. All time periods and deadlines shall be computed from the date of notice.
2. If the Training Officer position is not filled due to lack of funding or authorization and is subsequently reinstated, the Fire Chief will continue to utilize the agreed upon minimum prerequisite requirements when beginning the appointment process for the Training Officer.
3. The position of Training Officer will not be included in the bargaining unit, but is an exempt position.
4. The Training Officer shall be eligible for the same pay incentives as bargaining unit personnel. The person who is serving as Training Officer shall be eligible to participate in promotional testing for non—exempt positions if he chooses to apply for such position, but may only be promoted to one non-exempt position while serving as the Training Officer.
5. If the Training Officer has requested to return to the bargaining unit he would be allowed to do so if a vacancy exists and there is a qualified replacement willing to accept the Training Officer position. The Training Officer must provide forty-five (45) days written notice of his/her intention to return to the bargaining unit.
6. The Fire Chief upon forty-five (45) days written notice may remove the Training Officer from the position without cause. The Training Officer shall be allowed to return to the bargaining unit, at the end of the forty-five (45) day notice, at the same rank held prior to becoming Training Officer or to which he has been promoted while serving as Training Officer.
7. A vacancy shall be deemed to occur on the date upon which the Training Officer is vacated. The Fire Chief shall fill the position within forty-five (45) days of such vacancy, consistent with Section 1 above.

**APPENDIX F2
TRAINING OFFICER**

1. The minimum requirements for the position of Training Officer are:
 - a. Five years of service on the East Moline Fire Department
 - b. Fire Officer One
 - c. Fire Instructor two
 - d. Illinois Paramedic
 - e. CPR Instructor

2. If no candidates meet all the minimum requirements, the candidates with the most minimum requirements shall be considered for the position of Training Officer.

3. The Fire Chief may give additional considerations to candidates having the following preferred certifications:
 - a. EMS Lead Instructor
 - b. Technical Rescue Awareness
 - c. Hazardous Materials Technician
 - d. Hazardous Materials Command
 - e. Confined Space Technician
 - f. Rope Rescue Technician
 - g. Structural Collapse Technician
 - h. Trench Rescue Technician

Effective January 1, 2015

- A. *The position of Training officer will be eliminated effective January 1, 2015.*

APPENDIX G (Effective January 1, 2015)
JOB DESCRIPTIONS AND EVALUATIONS

- A. All personnel shall review and sign their current job descriptions during their annual evaluation in December of each year.
- B. Job descriptions shall be agreed to by the City and the Union.
- C. All performance review and counseling statement forms shall be agreed to by the City and the Union.

APPENDIX H. (Effective January 1, 2015)
LETTER OF UNDERSTANDING FOR ISSUES RELATED TO THE
IMPLEMENTATION OF DEPARTMENT STRUCTURAL CHANGES

In order to facilitate the implementation of structural changes effective January 1, 2015 it is agreed that:

- a. Notification of promotions shall occur prior to October 31, 2014 to facilitate the bidding process
- b. The three current Shift Captains will assume the three Battalion Chief positions.
- c. All other promotions shall follow current promotional procedure.
- d. An Engineer practical examination must be created and agreed to.
- e. The City and Union agree to attempt to facilitate hosting classes for FAE, EVO and Blue Card.