

Collective Bargaining Agreement



City of East Moline, Illinois

And

**Illinois FOP Labor Council/
East Moline FOP Lodge #96**



Patrol Officers, Sergeants, & Lieutenants

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 East Moline Fraternal Order of Police Lodge No. 96/Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "LODGE"). Both the Lodge and the City agree that the purpose of this Agreement is to promote harmonious relations between the City and the Lodge, 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: RECOGNITION AGREEMENT

The City recognizes the Lodge 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 East Moline Police Department, except for the Chief of Police, Captains, Animal Control Officer, and Office Classification employees.

ARTICLE 3: NON-DISCRIMINATION

Section 3.1 Non-Discrimination

Neither the City nor the Lodge in carrying out their obligations under this Agreement, shall discriminate in any matter whatsoever, against any employee because of police activity or affiliation, race, sex, nationality, political affiliation, religion, or handicap. Claims of violation of this section shall not be subject to the provisions of the grievance procedure of this Agreement, but may be processed through the appropriate outside local, state, and federal forums for such claims. Nothing in this Agreement prevents the City from establishing policies for discovery and investigations of discrimination complaints.

Section 3.2 Equal Opportunity Employment

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

Section 3.3 Use of Masculine Pronoun

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

ARTICLE 4: DUES DEDUCTION AND FAIR SHARE

Section 4.1 Dues and Deduction

Upon receipt of a written and signed authorization form (attached as Appendix C) from an employee, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit deductions bi-weekly to

the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of an increase in dues, in writing, at least thirty (30) days prior to its effective date.

The Employer further agrees to forward to the Illinois Fraternal Order of Police Labor Council a list of bargaining unit members along with the above dues. Such list shall designate dues paying members and any unit members who might be paying Fair Share in accordance with Section 2 of this Article.

Section 4.2 Fair Share

Pursuant to Section 1606 of the Illinois Public Act 83-1012, the Parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this Article, or if the Lodge otherwise demonstrates and verifies to the Employer's satisfaction, in a manner acceptable to the Employer, that such majority of the members of said unit are dues paying members of the Lodge at the time, non-lodge members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.L.R.B. Such involuntary deductions shall be forwarded to the Illinois F.O.P. Labor Council along with the deduction provided for in Section 1 of this Article.

Section 4.3 IPLRA and Rules

The Employer and the Lodge are both cognizant of the provisions of the Illinois Public Labor Relations Act and Rules promulgated by the I.L.R.B., which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference. The Employer and the Lodge agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 4.4 Religious Objects

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required in Section 4.2 hereof, on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided however, that said right to refuse shall continue only as long as the employee makes contribution at least equal in amount to the Fair Share amount to a non-religious charitable organization mutually agreed upon by the employee so refusing the Lodge. For this purpose the Lodge shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Lodge to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

Section 4.5 Employer Indemnity

The lodge shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including the attorney's fees and costs arising

from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the Employer by the Illinois F.O.P. Labor Council pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

Section 4.6 Collection of Fees

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

Section 4.7 Fair Share Article

In the event that the I.L.R.B. Rules referred to in Section 4.3 of the Article lapse or become inoperative for any reason, then the Parties hereto agree that this Article shall likewise be inoperative and the Parties shall commence without delay to negotiate a new Fair Share Article.

ARTICLE 5: WORK RULES

Section 5.1 Management Rights

Except as amended, changed or modified by this Agreement, the City shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of employer, standards of service, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

To preserve the right of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of the Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act.

Section 5.2 Posting Requirements

When existing rules and regulations pertaining to policy matters directly affecting wages, hours, and conditions of employment as well as input thereon, are changed or new rules and regulations are established, they shall not become effective until they have been agreed upon by the City and the Lodge. Any proposed change in policy may be submitted to arbitration pursuant to Paragraph 3 of Article 7. In addition, when existing rules are changed or new rules are established, they shall be posted in the Police Department for a period of ten (10) days prior to becoming effective.

Section 5.3 Grievance Remedy

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 5.4 Immediate 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.

Section 5.5 Time-Off Requests

Unless provided otherwise in this Agreement, the Chief of Police or his designee will act upon requests for the use of accrued time off within three (3) working days after the receipt of the request.

Section 5.6 Residency Requirement

The residency requirement for employees covered by this Agreement shall be as provided in the *East Moline City Ordinance, 6-1-3: Appointments*. Any changes to the residency requirement shall be subject to the provisions of this Agreement.

ARTICLE 6: NO STRIKE - NO LOCK OUT

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

ARTICLE 7: ALTERNATIVE IMPASSES RESOLUTION PROCEDURE

The parties agree to submit any impasse in their bargaining to the following alternative form of impasse resolution, each waiving the right to contest the validity of this Agreement or the sufficiency of consideration therefore:

(a) Section 14 to Govern: The parties agree that except as specifically provided in this Agreement, in all other respects the provisions of Section 14 of the Act (Illinois Public Relations Act of 1986, (5 ILCS 315/14) shall govern the resolution of any impasse that may arise in their bargaining.

(b) Arbitrator's Authority: Regardless of when the demand for mediation is served on the employer or filed with the Illinois State Labor Relations Board (provided such demand is made before December, 1, 2017), or when the parties actually mediate (if such becomes necessary), and notwithstanding any delay in the service of a demand for compulsory interest arbitration, or arbitrator selection, occurrence of hearing or issuance of awards, the parties agree:

Any arbitration panel or arbitrator selected to resolve any negotiation impasse shall have the express authority and jurisdiction to award increases in wages, benefits and all other forms

of economic compensation retroactively effective to January, 1, 2018, provided the award is otherwise consistent with Section 14 and although the panel or arbitrator is not required to make any aspect of the award retroactive if not otherwise deemed appropriate.

(c) Seven (7) calendar days before the first day of the interest arbitration hearing, the parties shall simultaneously exchange their final offers on each issue in dispute which is subject to interest arbitration.

(d) The party requesting arbitration shall proceed with its case first at the interest arbitration hearing, followed by the other party. Once both parties have presented their cases in chief, both parties may present rebuttal evidence and/ or witnesses.

ARTICLE 8: BILL OF RIGHTS

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in Chapter 50, Paragraphs 725/1 - 725/7 of the Illinois Compiled Statutes (ILCS). The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits, as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Lodge representative and/ or legal counsel.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 9.1 Disputes

Should any dispute arise between the City and the Lodge involving the interpretation, application or alleged violation of a provision of this Agreement, the dispute shall be settled under the provisions of this Article. Nothing in this Article prevents an employee from presenting a grievance to the employer and having the grievance heard and settled without the intervention of the Lodge; provided that the Lodge is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 9.2 Grievance Steps

Grievance shall be resolved in the following manner:

Step 1: The affected employee with a Lodge representative or the Lodge on behalf of a member(s) shall present a written grievance to the Police Chief or his designee within seven (7) calendar days after the date of the action giving rise to the grievance or the date that the affected employee first learned of the action giving rise to the grievance. The Police Chief shall attempt to resolve the grievance and shall respond to the grievant and the Lodge within seven (7) calendar days.

Step 2: If the grievance is not resolved at Step 1, it may be submitted in writing by the Lodge, to the appropriate City Council Committee, through the office of the City

Administrator, within seven (7) calendar days after the response of the Police Chief is due. Such committee shall respond to the grievant and the Lodge in writing within seven (7) calendar days.

Step3: If the grievance is not resolved at Step2, it may be submitted in writing, by the Lodge, 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 grievant and the Lodge within seven (7) calendar days.

Step4: If the grievance is not resolved at Step3, either party hereto the City or the Lodge 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 Federal Mediation and Conciliation Services (FMCS) or its successor in function, for the selection of an arbitrator pursuant to the voluntary labor arbitration rules of the FMCS. The decision and the award of the arbitrator shall be final and binding on the City, the Lodge, and the employee or employees involved. Both parties shall share the arbitrator's fees and expenses equally.

Section 9.3 Time Limits

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

Section 9.4 Arbitration Requests

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 9.2, Step 5, of this Article.

ARTICLE 10: WORK HOURS AND OVERTIME

Section 10.1 Work Day/Work Week

For the purpose of this Agreement, eight (8) consecutive hours shall constitute a regular work day and a work week shall be five (5) consecutive work days; provided, however, that this statement is intended only to provide a basis for calculating overtime and does not constitute a guarantee or limitation of hours per day or per week. Officers covered by this Agreement shall not lose any benefits provided by this Agreement in order to comply with any provisions of this Article.

The City agrees to provide for a 40-hour week for each employee covered by this Agreement.

Section 10.2 Work Schedule

To enable the Chief to efficiently administer the Police Department, he shall have the sole authority to assign the work schedule for department employees.

Section 10.3 Types of Overtime

For the purpose of this Agreement, there shall be two (2) types of overtime: (a) regular overtime; and (b) court overtime.

Section 10.4 Regular Overtime

Regular overtime shall consist of all time worked in excess of the normal work day of eight (8) hours and the normal work week of forty (40) hours. Overtime shall be paid at one and one - half (1-1/2) times the regular rate of pay. Any employee who is required to work his regular shift on a holiday shall be paid for the shift worked at one and one half (1-1/2) times the regular pay rate. Any employee who is called in to work overtime for a period of less than two (2) hours shall be paid a minimum of two (2) hours overtime pay.

Section 10.5 Court Overtime

Court overtime shall include coroner inquests, depositions, liquor commission hearings, and all appearances arising out of the performance of an employee's duties, in any court of law. It is agreed that when an off-duty employee covered by this Agreement is required to appear in any of the above, he shall be paid for all time worked at one and one - half (1 1/2) times the employee's regular rate of pay. A minimum of two (2) hours overtime will be paid, unless the court time is a continuation of the work shift, in which case the employee will be compensated for the actual time worked, with a minimum of thirty (30) minutes pay.

Section 10.6 Comp Time

Officers covered by this Agreement shall be able to elect overtime payments in either comp time or cash payment, both to be at the overtime rate of pay. However, employees shall be required to receive cash payment for overtime when the City is being reimbursed by a third party for the overtime hours worked; so long as the City knows prior to the overtime hours worked that the City will receive reimbursement for the overtime by a third party (e.g. traffic grants; whereby the City is being reimbursed by the state or federal government)

An employee may elect to take compensatory time ("comp time") as provided in this Article, Work Hours and Overtime. Comp time may be accrued to a level of twenty-four (24) hours, unless otherwise provided for in this Agreement. Comp time in increments of eight (8) hours or more, may be taken by an employee following reasonable notice and request generally of no less than forty-eight (48) hours, unless in the case of an emergency, to the Chief of Police or his designee. Comp time may be taken in increments of less than eight (8) hours with less than the above notice upon the approval of the Chief of Police or his designee. Once such request is given, the approval of the comp time shall be granted within a reasonable period. Comp time may be taken so long as the operations of the Department are not unduly interrupted.

Section 10.7 On-Call Comp Time

Whenever an employee is required to be on call while off duty, he shall receive four (4) hours pay for each workweek in this status.

Section 10.8 FTO Compensation

Field Training Officers shall be compensated with two (2) hours of pay for each shift they are assigned to train a recruit officer.

Section 10.9 Outside Compensation Reimbursement

Any compensation received by employees from insurance companies, legal firms, or other parties for services or appearances made in which the employees are being compensated by the city, shall be remitted to the City Clerk.

Section 10.10 Overtime Pyramiding

There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be constructed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 10.11 K-9 Officer

Any officer assigned a dog shall receive one and one half (1 ½) hours per week at the straight time rate for care, maintenance, and feeding of the dog.

Section 10.12 Overtime Distribution

Overtime assignments and extra-duty opportunities totaling two (2) hours or more in length shall be posted and filled through the overtime distribution procedure in place at the time of this Agreement.

If no volunteers can be found to fill an overtime or extra-duty opportunity through the overtime distribution procedure, then the least senior available employee shall be mandated to work the assignment. Employees shall not be mandated to work overtime for more than two (2) consecutive days at a time; after which the next least senior available employee shall be mandated to fill the vacancy.

ARTICLE 11: SENIORITY

Section 11.1 Definition

Seniority of an employee shall commence on the first day of employment, and shall be continuous as long as the employee is a continuous member of the Police Department. This provision does not apply to employee(s) on authorized leaves of absence.

Section 11.2 Layoffs

Seniority shall prevail with respect to the choosing of layoffs, and such other matters within the jurisdiction of this Agreement.

Section 11.3 Tie Breaker

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 11.4 Shift Assignments

Once a year, the Police Chief shall make shift assignments. Shift assignments shall be based on the officer's preference and his seniority within his rank. After the initial shift bid and/or assignment is made by the Chief, employees may be reassigned by the Chief from the shift to which they bid and/or were initially assigned in the event that:

- (a) There are an inadequate number of experienced employees on a particular shift;
- (b) A shift shall be deemed to have inadequate experienced employees where there are more than three officers assigned to that shift with less than 3 years experience;
- (c) Or where there are no employees with the necessary certification or training necessary to perform given assignments on that particular shift.

The Chief shall only make those changes reasonably necessary to achieve the needs identified in (a) and (c) above. In emergency situations, the Chief may change shift assignments.

Employees shall have the right to bid for a shift assignment after they have completed their 12 months probation period. Probationary employees may be assigned to shifts in the sole discretion of the Chief.

ARTICLE 12: WAGE NEGOTIATING BUSINESS

Section 12.1 Duty Pay

The members of the Police Wage Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Lodge for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled for duty.

Section 12.2 Time Limits

Such individual officers and members of the Lodge, as may be designated by the Lodge, shall be granted leave from duty for Lodge business, provided that the total leave for the purpose set forth in this section shall not exceed twenty (20) eight (8) hour working days during any fiscal year or require any additional cost to the City.

ARTICLE 13: LEAVES OF ABSENCE

Section 13.1 Bereavement Leave

When a death occurs in a full-time employee's immediate family (as described below), the employee shall be granted a paid leave of absence for consecutive workdays in accordance with the following schedule:

- (a) Three (3) days paid leave:
Employee's legal guardian, brother, sister, in-laws, grandparents, and grandparents by marriage.

(b) Five (5) days paid leave:

Employee's parents, spouse, children, and step children (if the employee is currently married to the spouse of the step child).

Section 13.2 Personal Days

On May 1, 2014, employees shall be granted six (6) eight (8) hour days with pay for personal matters in order to align benefits to the new fiscal calendar; On January 1, 2015, and on January 1 of each subsequent year of this Agreement, employees shall be granted eight (8) eight (8) hour days with pay as described below.

Non-probationary employees shall be granted eight (8) eight (8) hour paid personal days per year. The employee shall be obligated to give a twenty-four (24) hour notice when in need of a personal day. Two (2) of the eight (8) hour personal days will require seven (7) calendar days prior notification to the Shift Commander. In the event a personal day is used as a sick day, notification must be given 30 minutes before the start of the shift. Only in an extreme emergency shall the shift commander deny the personal day.

A probationary employee shall accumulate four (4) hours of personal leave for each completed month (30 days) of employment up to a maximum of four (4) eight hour days (32 hours) for the first 12 months of employment.

Employees may elect to carryover one personal day (8 hours) into the next fiscal year.

Section 13.3 Leave of Absence without Pay

The City may grant leave of absence without pay to any employee upon his request, for a period not to exceed one (1) year for any one request. The leave of absence may be renewed at the option of the City upon written request.

Employees shall not accumulate seniority during authorized leaves of absence under this Section.

Section 13.4 Special Leave

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

- (a) Such substitution does not impose any additional cost upon the City;
- (b) Both officers in charge of the shifts involved are notified and give their approval;
- (c) The City is not held responsible for enforcing any agreement made between employees;

When an employee is granted special leave, he shall receive his normal hourly rate of pay, including the shift differential.

Section 13.5 Injury Leave - Job Related

Whenever any employee suffers an injury while in the performance of his duties, which causes him to be unable to perform his duties, such employee shall continue to be paid on the same

basis as he was paid prior to such injury, with no deduction from his personal or comp hours, vacation leave or service credits in the pension fund during the period he is unable to perform his duties due to the result of the injury, but no longer than one (1) calendar year in relation to the same injury. Officers placed on injury leave shall not be moved from their assigned shift at the time of their injury, except by mutual agreement of the injured officer and the Chief of Police or his designee. In the event of an agreement with a shift change, the employee agrees to be paid at their normal rate of pay to include the shift differential of the actual shift worked.

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.

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 Workman'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 through deductions from the gross wages on future paychecks of the employee.

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

Section 13.6 Maternity Leave

Any female employee who becomes pregnant will be granted a leave of absence with pay in accordance with the current sick leave provisions if the city receives written documentation from her physician stating that she is unable to perform her regular duties or other related duties as assigned by the Chief.

The employee may also request an unpaid leave of absence for maternity leave not to exceed a total of twelve (12) months for the combination of both the paid and unpaid time off.

Section 13.7 Jury Duty

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 services, 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 may be dismissed from work immediately upon the return to work by the employee from jury service.

Section 13.8 Military Leave

The city agrees to abide by all applicable State and Federal Laws regarding employees who are serving in the military reserve or National Guard.

The City reserves the right to deny time off for non-military employees when a military employee is attending such meeting and the time off for the non-military employee would result in additional expense to the City.

The reservist must provide the City with a schedule of reserve meetings at least four (4) months in advance. If a non-reservist employee submits a request for a day off more than thirty (30) days prior to the City having knowledge of the reservist having a meeting on the same day, the City will not deny the non-reservist the day off unless an emergency exists.

Section 13.9 FMLA Leave

Family medical leave shall be provided in accordance with the Family Medical Leave Act (FMLA) of 1994 and the rules and regulations promulgated thereunder. Employees may utilize sick pay benefits when applicable under Article 21 of this Agreement while on such leave. After sick benefits have been exhausted, employees may, at their election, utilize vacation time, personal leave, and compensatory time during such leave. Employees shall continue to accrue seniority while on family medical leave.

ARTICLE 14: WAGES - COST OF LIVING

Section 14.1 Wage Scale

Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and labeled Appendix "A". Wages schedule shall be the wage schedule in effect on May 1, 2010.

Section 14.2 COLA

For the fiscal year beginning May 1, 2014 all employees shall be paid according to cost of living allowances previously granted to each employee. The City and the Lodge agree to freeze COLA increases for the term of this Agreement, expiring December 31, 2017. If the COLA is reinstated in the future, the zero-year will be 1984.

Section 14.3 Maintenance of Standards

All economic benefits and work practices in effect on April 30, 2014, shall continue and remain in effect for the term of this Agreement, except as otherwise amended by this Agreement.

Section 14.4 Shift Differential

Shift differential shall be paid to any employee covered by this Agreement, for all ranks through Lieutenant, who performs assigned City work on any shift, except those employees whose starting times shall fall between 6:30 a.m. and 2:30 p.m. Any employee working second (2nd) shift shall receive \$.35 for each hour of such work performed by such employee. Any employee working third (3rd) shift shall receive \$.40 for each hour of such work performed by such

employee. This shift differential shall be an allowance separate from an employee's regular straight time hourly rate of pay. Shift differential shall not be used for purposes of computing any pay, premium or benefit provided for in this Agreement.

Section 14.6 Base Pay

The base pay shall be in accordance with Appendix A. The base pay on the wage scale will increase 1.0% effective May 1, 2014, 2.25% effective January 1, 2015, 2.5% effective January 1, 2016, and 3.0% on January 1, 2017.

Rank pay added to the Patrol Officer scale shall be as indicated below:

Sergeant: 10% Rank Differential attached to base pay
Lieutenant: 14% Rank Differential attached to base pay

ARTICLE 15: WORKING OUT OF CLASSIFICATION

Whenever a patrolman is required to be in charge of a shift, he shall be paid \$2.00 per hour more than his current rate of pay. If the shift is split between two (2) patrolmen, each officer will receive the bonus for the respective hours worked.

ARTICLE 16: HOLIDAYS

Section 16.1 Paid Holidays

Holidays for the purpose of this Agreement are: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; December 24th; Christmas Day; New Year's Eve; and Employee's Birthday.

The birthdays of a police officer may be given within the thirty (30) days before through the thirty (30) days after the employee's birthday.

Any employee who is required to work his regular shift on a holiday shall be paid for the shift at one and one - half (1-1/2) times the regular pay rate in addition to eight (8) hours holiday pay. Any Officer required to work overtime on a holiday to cover the normal shift patrol duties at the beginning of first shift hours and continuing for a 24 hour period will be compensated at the rate of double time. Any Officer who is "called in" to work overtime on a holiday for any reason other than covering shift patrol duties from the time period beginning at midnight on the holiday and continuing for a 24 hour period, will be compensated at the rate of double time. Any employee, whose regular day off falls on a holiday, shall receive eight (8) hours of holiday pay. Based upon the discretion of the Police Chief employees assigned Non-Patrol positions may be relieved of their normal duties based upon the operational needs of the Police Department. In such an event the employee shall be paid at the normal rate of pay in addition to eight (8) hours of holiday pay (16 hours total).

ARTICLE 17: UNIFORM ALLOWANCE

Section 17.1 Amount

Each permanent officer shall receive a uniform allowance of Seven Hundred Fifty (\$750.00) Dollars per fiscal year, effective October 1, 2004. Payment shall be in two (2) equal payments during the months of April and October of each contract year.

The City will provide two (2) summer shirts, two (2) winter shirts, two (2) pair of pants, duty gear nylon or leather, appropriate jacket, hat, all insignia, and raincoat, to new hires. New hires will receive their first reimbursement check the first of April or October after the completion of their probation period. The City shall retain ownership of the uniforms if the officer leaves before the end of the first year of employment.

Effective May 1, 2010 after successful completion of their probation, new hires will be provided a dress uniform to include the jacket, shirt, pant, and shoes in lieu of their first uniform allowance payment for which they are eligible.

Section 17.2 Required Use

Employees of the Police Department shall be required to wear the prescribed uniform and protective equipment while on duty.

Section 17.3 City Provided Items

The City agrees to furnish one (1) hat shield, one (1) shirt shield, one (1) gas mask, one (1) riot helmet and face shield, one (1) riot baton, and one (1) body armor vest.

The City agrees to provide Brass to any employee promoted to a position requiring a change in rank insignia.

Section 17.4 Weapon

The City shall issue each employee covered by this Agreement a service weapon to be paid for, owned, and maintained by the City. The City shall provide each employee sufficient ammunition and opportunity for range practice.

Section 17.5 Lodge Support

The Lodge agrees that it will encourage all members covered by this Agreement to comply with the City requirements that such uniforms, protective clothing or equipment be worn or used.

Section 17.6 Uniform Damage on Duty

The City agrees to replace any part of the police uniform or clothing or equipment, (including watches up to \$100.00 or eyeglasses up to \$500.00 per occurrence), which may be damaged beyond repair while the police officer is attempting to make a lawful arrest or is otherwise engaged in the official performance of his duties, which may be dangerous to his person, or while engaged in an emergency situation.

Section 17.7 Uniform Replacement

The City shall pay for any cost of replacement of uniforms and/or equipment, which have to be replaced due to a change in said uniform, and/or equipment because of a change required by the City.

ARTICLE 18: VACATIONS

Section 18.1 Weeks Earned

On May 1, 2014, employees will be credited with seventy-five percent (75%) of accrued vacation leave, as described below, in order to align benefits to the new fiscal calendar. In calculating an officer's seventy-five percent (75%) of accrued vacation leave, any fraction of a day shall be rounded up to a full day.

Each employee shall earn vacation leave with full pay in the following manner:

- (a) Two (2) work weeks after one (1) year to five (5) years of continuous service.
- (b) Three (3) work weeks after five (5) to ten (10) years of continuous service.
- (c) Four (4) work weeks after ten (10) to fifteen (15) years of continuous service.
- (d) Five (5) work weeks after fifteen (15) years of continuous services.

On January 1, 2015, and January 1 of each subsequent year of this Agreement, employees will be credited with one hundred percent (100%) of accrued vacation leave as described below:

- (a) Two (2) work weeks after one (1) year to five (5) years of continuous service.
- (b) Three (3) work weeks after five (5) to ten (10) years of continuous service.
- (c) Four (4) work weeks after ten (10) to fifteen (15) years of continuous service.
- (d) Five (5) work weeks after fifteen (15) years of continuous services.

Section 18.2 Start Date for Service Credit

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 18.3 One Year Waiting 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 two (2) weeks of vacation.

Section 18.4 Time-Off Credit

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

Section 18.5 Advanced 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 pay day 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 18.6 Scheduling

The period for requesting vacation time shall begin November 1st of each year and a notice shall be posted. Rank followed by seniority shall be permitted to identify the weeks during which an employee desires vacation leave. After December 1st of each year, vacations shall be selected on an individual basis by order of request, regardless of rank or seniority.

Section 18.7 Fiscal Year Overlap

An employee who has earned vacation leave shall be allowed to take said vacation at the end of April and the beginning or May (running the vacation leave of the two (2) fiscal years together) if such an arrangement meets with the approval of the Chief.

Section 18.8 Increments

Subject to the approval of the Chief, employees may take their vacation in periods of less than one week.

Section 18.9 Usage and Carryover

Vacation periods shall be taken each fiscal year. The Chief shall schedule a vacation for employees who do not request a vacation prior to the end of the ninth month following the year in which the vacation was earned. The vacation shall be scheduled within the three months remaining in the year. In the event such vacation is not scheduled, the employee shall be compensated for unused vacation time at his regular rate of pay. The vacation period may be extended into the first two (2) months of the next fiscal year, upon written request to the Chief and his approval.

ARTICLE 19: HEALTH AND ACCIDENT INSURANCE

Section 19.1 Premiums

The City shall provide Health and Accident Insurance for all full-time employees, and their qualified dependents in accordance with the City's Health Care Plan. January 1, 2007, employees shall contribute to the plan at a monthly rate equal to a 10% cost sharing premium rate. January 1, 2008, employees shall contribute to the plan at a monthly rate equal to a 13% cost sharing premium rate. January 1, 2009, employees shall contribute to the plan at a monthly rate equal to an 18% cost sharing premium rate. The overall premium will be established by the Health Care Planning Committee through discussions with the City's health care provider.

Section 19.2 Health Care Planning Committee

F.O.P. Lodge 96 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. The committee is charged with the administration of the City of East Moline Health Plan and is empowered by both the bargaining units and the City of East Moline to make collective decisions regarding the benefits, coverage levels and premiums. During the term of the Health Care Planning Committee Agreement (Attached as Appendix "E": Health Care Planning Committee), 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 as may be provided in said Agreement.

Section 19.3 Retiree Continuation

Retiree Premiums Prior to January 1, 1994:

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

Retiree Premiums from January 1, 1994 through April 30, 2014:

All employee hired from January 1, 1994 through April 30, 2014, shall receive retiree continuation coverage in accordance with the terms in effect at the time of hiring.

Retiree Premiums for Employee Hired On or After May 1, 2014:

For employees hired on or after May 1, 2014, an employee who retires (starts receiving a City pension) with twenty (20) or more years of service and is age fifty-five (55) or older, may continue the health insurance coverage provided for in this Article, including dependent coverage, provided that the employee elects to contribute thirty-five (35%) of the monthly premium cost (based on COBRA rate) each year, with the premium rate to be adjusted annually. . Employees retiring with thirty (30) or more years of service at age fifty-five (55) or older may continue health insurance coverage at a cost sharing premium rate, which is 3% less.

Any retiree of the city of East Moline who begins employment with a new employer after January 1, 2008, must enroll in health insurance, if available, thru their new employer. If they have family coverage thru the City and family coverage is available thru the new employer, they must also enroll their dependents in the plan of the new employer. The City will provide secondary insurance to the retiree and any enrolled dependents at no cost to them. If the retiree prefers to waive secondary coverage, the City shall reimburse the appropriate reinsurance and administration charges that would have been paid on their behalf had they taken secondary coverage. Reimbursement checks will be issued at the end of the calendar year; a 1099 will be issued to any retiree receiving reimbursement of \$600 or more.

Once the retiree is no longer employed, the retiree and any dependents eligible on the date of City retirement may re-enroll or become primary on the city's plan. They will be charged the rates in effect on the date of retirement from the City.

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 employee's 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 November 1, 2010 the surviving spouse of an employee who dies, not in the line of duty, with less than twenty (20) years of active service shall receive a 90-day grace period before the spouse is required to continue on a COBRA basis; should the spouse so desire. During the grace period the surviving spouse shall continue in the insurance plan on the same terms as prior to the spouse's death.

"Same terms" shall be defined to include both single and dependant coverage.

Continuation for Non-Retirement Separation:

Employees contributing to the FOP pension fund 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 19.4 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 19.5 Line of Duty Death

The surviving spouse and minor dependents of a Police officer 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 officer's death.

Line of Duty Death shall be defined as death caused from injuries that are directly attributable to a specific police action involving the officer. The criteria of limitation and exclusions as outlined in the "Public Safety Officers' Benefit 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: EDUCATIONAL INCENTIVE PAY

Section 20.1 Educational Incentive

All employees shall be compensated for longevity and/or educational incentive as follows:

Educational Steps:

All employees shall be compensated for satisfactory completing university or college courses, which result in either an Associate Degree or a Bachelors Degree. A diploma or transcript from an accredited college or university will be adequate proof of satisfactory completion of the required courses:

Associates Degree.....	\$520.00
Bachelors Degree.....	\$1,040.00

The Bachelors Degree represents an increase of \$520 over the Associates Degree.

The educational incentive will be paid in the first full pay period following the completion of the probationary period providing the City Clerk's Office has received the proper documentation.

ARTICLE 21: SICK BENEFIT PAY AND LIGHT DUTY

Section 21.1 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 in the immediate family (spouse or children) which requires verifiable medical attention.

Section 21.2 Waiting Period and Bank Hour Usage

Each employee shall be entitled to receive sick benefit pay for the reasons as defined in Section 21.1 above, subject to the provisions of this section. Sick benefit pay shall be payable in the amount of 75% of the regular base pay and holiday pay combined, following a three (3) eight (8) hour work days waiting period of unpaid leave.

The three (3) eight (8) hour work days non payable waiting period shall be waived under the following circumstances:

- (a) when the employee himself is hospitalized; or
- (b) when the employee himself undergoes an outpatient surgery; or
- (c) when the employee himself suffers an accident or serious health condition requiring emergency medical care.

For the purposes of this Agreement, hospitalization is defined as any instance where the employee is formally accepted by a hospital or inpatient health care facility, and excludes all care or treatment received in an emergency room regardless of the length of time, or type of care or treatment received, in such an emergency room.

Personal hours must be used on an hourly basis by the employee to adjust total compensation to 100% of regular base pay, or to be used in lieu of non payable sick leave during the three (3) eight (8) hour work days absence. Comp time hours may also be used at the employee's discretion, but only if all personal hours have been used first. Subject to approval by the Police Chief, vacation time may be used for the sick leave waiting period and to adjust to 100%, however vacation time shall only be used for this purpose after all other leave (personal hours and comp time) have been used.

Section 21.3 Notification

To receive sick benefit pay an employee shall communicate with his immediate supervisor as far in advance as possible. As a general rule, this notification should be at least one-half 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) day of absence.

Section 21.4 Duration

The duration of the benefits of this Article shall not extend for more than 52 weeks for each occurrence.

Section 21.5 Light Duty

Light duty may be assigned to an employee who becomes sick or is injured; provided, however, that the employee is released for such assignment by his personal physician and the city physician. Such assignment will be made within the restrictions and restraints imposed by the physicians. The assignment shall be within the Police Department and not be for more than ninety (90) working days. Such assignment shall not be unreasonably denied and is at the discretion of the Police Chief.

ARTICLE 22: BENEFITS/WHEN PAYABLE

These benefits will be payable to all employees classified as regular "full-time" at the time of their hiring as follows:

Immediate:

- (a) Pension Participation
- (b) Workman's Compensation
- (c) Special leave (trade days)
- (d) C.O.L.A., if applicable
- (e) Comp-time
- (f) Personal Days (prorated first year)

Thirty (30) Days:

- (a) Health Insurance

Six (6) Months:

- (a) Holiday Pay
- (b) Bereavement Days
- (c) Sick Benefit Pay pursuant to provisions of Article 21

One (1) year:

- (a) Vacation per schedule
- (b) Clothing allowance
- (c) Educational Pay if applicable, one step/year until proper level is attained.

ARTICLE 23: SAVINGS CLAUSE

Section 23.1 State and Federal Laws

This Agreement shall be subject to all federal and state laws.

Section 23.2 Courts Decisions

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

Section 23.3 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.

ARTICLE 24: DISCIPLINARY ACTION

Section 24.1 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: oral reprimand, 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 the employee, as a general rule it will not be done in the presence of other employees or the public.

Section 24.2 Progressive Procedures

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

A verbal reprimand shall be considered as the first step in the progressive disciplinary procedures. A written reprimand to an employee shall be considered as the second step in the progressive disciplinary procedures. Written reprimands shall indicate the reasons for the reprimands and shall specify actions, which must be taken by the employee in order to correct the problems.

Section 24.3 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 Police Chief and the City Administrator before becoming effective. Examples of the types of behavior warranting disciplinary actions under this 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 or alcoholic beverages on the job or being intoxicated while on the job.
- (h) Use of 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 personnel engaged in emergency work who are given permission to take rest periods at work rather than returning home.)

Section 24.4 Appeals of Suspension or Dismissal

Grievances may be filed with respect to any disciplinary action (other than an oral reprimand) taken against an employee. If the disciplinary action is a suspension ordered by the Police Chief, the grievance shall be filed at Step 4 of the grievance procedure within ten (10) calendar days of receipt of the written formal notice of discipline, and shall thereafter be processed in accordance with Article 9 of this Agreement.

For disciplinary action requiring measures which exceed the Police Chief's authority, an employee shall elect to have the discipline matter heard before the Board of Fire and Police Commission, according to its rules and regulations, or processed through the grievance and arbitration procedure of this Agreement; said form is attached to this Agreement. The review and appeal forums of review are mutually exclusive. In an officer makes the election for review through the grievance and arbitration provisions of this Agreement, the employee waives his/her right to a hearing before the Board of Fire and Police Commission, and vice versa. The employee must submit the election form within five (5) calendar days of receipt of charges and recommended discipline. Failure to meet this deadline results in the default procedure, through the Board of Fire and Police Commission. Any grievance shall be filed within ten (10) calendar days of the employee's receipt of the Chief of Police's notice of charges to be filed with the Board of Fire and Police Commission and recommended disciplinary action. Where the employee has elected review through the grievance and arbitration provisions of this Agreement, the Police Chief, with the concurrence of the Mayor, may impose the recommended discipline upon the filing of the grievance contesting the matter.

Any appeal to arbitration of a disciplinary grievance shall be signed by the Labor Council Field Representative 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 under the statutory jurisdiction 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 25: DURATION

This Agreement shall be effective as of the 1st day of May, 2014 and shall remain in full force and effect until the 31st day of December, 2017. The contract as a whole shall be automatically renewed from year to year after December 31, 2017, unless either party shall notify the other in writing no earlier than one hundred twenty (120) nor later than ninety (90) days prior the expiration of this agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date of this agreement.

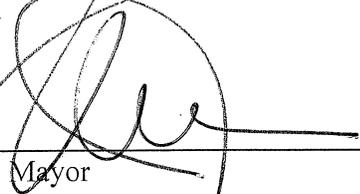
This Agreement shall remain in full force and effect during the period of negotiations.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of
____, 2014.

For the City of East Moline, Illinois:

For the Lodge:



Mayor



President



City Administrator



Secretary

For the Illinois FOP Labor Council:

Field Representative

APPENDIX "A": FOP WAGE SCALE

Police Officer Base Pay

	1.00%	2.25%	2.50%	3.00%
	<u>5/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
Start	\$44,470	\$45,471	\$46,608	\$48,006
2nd Year	\$48,849	\$49,948	\$51,196	\$52,732
3rd Year	\$52,458	\$53,639	\$54,980	\$56,629
4th Year	\$55,048	\$56,287	\$57,694	\$59,425
5th Year	\$56,950	\$58,231	\$59,687	\$61,478
6th Year	\$58,779	\$60,101	\$61,604	\$63,452
8th Year	\$60,231	\$61,587	\$63,126	\$65,020
10th Year	\$61,421	\$62,803	\$64,373	\$66,304
12th Year	\$62,636	\$64,045	\$65,647	\$67,616
15th Year	\$64,081	\$65,523	\$67,161	\$69,176
18th Year	\$65,032	\$66,495	\$68,157	\$70,202
20th Year	\$66,007	\$67,492	\$69,179	\$71,254
23rd Year	\$66,996	\$68,504	\$70,216	\$72,323

Sergeant Pay (Determined by 10% of base)

	<u>5/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
10th Year	\$67,563	\$69,083	\$70,810	\$72,934
12th Year	\$68,899	\$70,449	\$72,211	\$74,377
15th Year	\$70,490	\$72,076	\$73,878	\$76,094
18th Year	\$71,535	\$73,145	\$74,973	\$77,223
20th Year	\$72,608	\$74,242	\$76,098	\$78,381
23rd Year	\$73,696	\$75,354	\$77,238	\$79,555

Lieutenant Pay (Determined by 14% of base)

	<u>5/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
12th Year	\$71,405	\$73,012	\$74,837	\$77,082
15th Year	\$73,053	\$74,697	\$76,564	\$78,861
18th Year	\$74,136	\$75,804	\$77,699	\$80,030
20th Year	\$75,248	\$76,941	\$78,865	\$81,231
23 rd Year	\$76,376	\$78,095	\$80,047	\$82,448

APPENDIX B: POLICY ON DRUGS AND ALCOHOL IN THE WORKPLACE

Section 1 General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by public safety employees in the workplace present risks to the safety and well-being of other employees and the public. 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. The City and the Union further agree that this policy shall be achieved in such a manner as to not violate any established rights of employees.

All current employees will be given a copy of this 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. 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.

Section 2 Definitions

1. "Drugs" shall mean any controlled substance as defined in the Illinois Compiled Statutes, Controlled Substances Act (720 ICLS 570) or Cannabis Control Act (720 ILCS 550); for which the person tested does not submit a valid pre-dated prescription. 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:

1. 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;
2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being under the influence of alcohol or proscribed drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Violations of these prohibitions may result in disciplinary action up to and including discharge. The foregoing is conditioned on the exemption of law enforcement officers from discipline where violations of the above prohibitions are the result of the lawful actions taken by the law enforcement officer in the normal course of their duties.

Section 4 Drug and Alcohol Testing

1. 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 with an attorney and/or Union representative; however the testing shall not be delayed longer than one hour. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

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 where there is 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 been involved in a motor vehicle accident while operating a Department vehicle where there is reasonable suspicion of illegal drug use or alcohol abuse.
- v. 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;

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 – Employees covered by this Agreement shall be subject to random drug testing, so long as all public safety members are subject to the same such testing. Random testing will be conducted in a non-discriminatory fashion, using a method by which all members have a statistically equal chance of being selected for testing at a given time. Any such random testing shall be conducted and administered by an outside, certified medical facility under contract with the City of East Moline.
- i. During each twelve (12) month period, up to 25% of the average number of employees in the testing pool of all employees within all departments part of the testing pool, defined as all FOP, IAFF, and exempt employees of the City, may be tested at various times for unannounced alcohol and drug testing. Such testing for alcohol may occur at any time an employee is on duty.
 - ii. 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.
 - iii. 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 7 of this Article.

- iv. No officer that is off duty for any reason shall be permitted or required to report for duty for the purpose of submitting to drug testing. Officers will be notified of testing during his/her regular shift hours only.

2. 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.

3. Conduct of Drug and Alcohol Tests:

In conducting the testing authorized by this Agreement 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 Substance Abuse and Mental Health Services Administration (SAMHSA);
- b. Insure that the laboratory or facility selected conforms to all SAMHSA standards, including blind testing;
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this agreement shall be permitted at any time to become a part of such chain of custody. Use tamper proof containers, 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. The City will ensure that the party responsible for sample collection will collect such samples in a way that maximizes the privacy and dignity of officers without compromising the integrity of the sample.
- 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 subsections a and b above, at the employee's own expense provided the employee notifies the City Administrator or his designee 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 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 and impaired, but the City shall bear the burden of proof in such cases. The City use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator for testing purposes to determine whether an employee is under the influence of alcohol;

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.

4. Cutoff Levels

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

Initial Screening Level

Drug

Nanograms per Milliliter (ng/mL)

Marijuana metabolites	<u>50 ng/mL</u>
Cocaine metabolites	<u>150 ng/mL</u>
Opiate metabolites	<u>2000ng/mL</u>
Phencyclidine.....	<u>25 ng/mL</u>
Amphetamines	<u>500 ng/mL</u>

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

Confirmatory Level

Drug	Nanograms per Milliliter (ng/mL)
------	----------------------------------

Marijuana metabolites*	<u>15 ng/mL</u>
Cocaine metabolites**	<u>100 ng/mL</u>

Opiates:

Morphine	<u>2000 ng/mL</u>
Codeine	<u>2000 ng/mL</u>
Heroin.....	<u>10 ng/mL</u>

Phencyclidine (PCP) 25 ng/mL

Amphetamines:

Amphetamine	<u>250 ng/mL</u>
Methamphetamine	<u>250 ng/mL</u>
MDMA.....	<u>250 ng/mL</u>
MDA.....	<u>250 ng/mL</u>
MDEA	<u>250 ng/mL</u>

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

The above cutoff levels have been established for urine analysis based on the current *Mandatory Guidelines for Federal Workplace Drug Testing Programs* (published by the Substance Abuse and Mental Health Services Administrations (SAMHSA)) 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 SAMHSA levels change, the new levels shall apply .

Section 5 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; contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the testing or results of any other alleged violation of this agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 6 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 accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 7 Discipline

All discipline in situations involving a positive drug/alcohol test, as well as the refusal to comply with a legitimate order to test, shall be administered as specified below:

1. First Confirmed Positive Result

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.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. Such unpaid leave shall not exceed one (1) calendar year.

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.

In the first instance that an employee tests positive on the confirmatory test for drugs listed as Schedule I under the Controlled Substances Act (720 ILCS 570) the employee shall be subject to discharge.

2. Subsequent Confirmed Positive Result(s)

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 (a) (3) of this Section, 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.

Employees, who were not discharged as provided above, 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 affected public safety department head in concurrence with the Mayor is hereby empowered by contract to impose such penalty, and any arbitrator or Police and Fire Commission 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, 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 wellbeing, or city property).

3. Refusal to Comply with Testing Order

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 8 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 9 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

APPENDIX "C": DUES DEDUCTION FORM
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX "D": GRIEVANCE FORM

(Use additional sheets where necessary)

Date Filed: _____

Department: _____

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

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX "E": HEALTH CARE PLANNING COMMITTEE

**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 subcommittee 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.

MEMORANDUM OF UNDERSTANDING

Agreement, entered into this 20th day of December, 1999, by and between the City of East Moline (hereinafter referred to as Employer), Illinois Fraternal Order of Police Labor Council (hereinafter referred to as Union) and East Moline Police Officers (hereinafter referred to as employees).

Whereas, the Employer wants to remove the position of Captain from the bargaining unit; and

Whereas, the Captains have requested to be removed from the bargaining unit; and

Whereas, the bargaining unit has voted by simple majority to agree to the removal of the Captains from the bargaining unit; and

Whereas, it is the intent of the Employer to have a command officer in charge of the shift, as long as command staffing is at full strength; and

Whereas, the parties deeply desire to make this change but have no legal impact to the historical nature of the bargaining unit; and

Now Therefore the Parties agree as follows:

- 1) The parties agree to file a joint Unit Clarification Petition with the Illinois Labor Relations Board removing the Captains from the bargaining unit description; and
- 2) The Employer, the Union and employees agree that none of the parties wish or intend to disturb the historical nature of the bargaining unit by this agreement, and therefore assert that the removal of the captains shall never form the basis of an argument that the unit has lost its historical status under the Illinois Public Relations Act; and
- 3) The Employer and Union agree to continue their labor/management relationship in accordance with law and in the same manner as they have historically done in the many years prior to this agreement; and
- 4) The Employer agrees the duties of the position of lieutenant and sergeant have not changed and they are both appropriately included in the bargaining unit; and
- 5) The Employer agrees that the Captains shall not work any off-duty assignments or hire-back; and
- 6) The Employer agrees that the Captains shall not be used to fill vacancies on a shift for the purpose of avoiding overtime; however, in the event all officers decline to voluntarily fill

such vacancy or in a bona fide emergency, the captains may be used at the discretion of the Chief; and

- 7) The Employer agrees that the position of Captain shall remain a position filled through testing and placement of names on a certified list supplied by the Fire and Police Commission; and
- 8) The Employer shall create two additional sergeant positions; and
- 9) Each shift shall be staffed with at least three (3) command officers. No more than two command officers may be off for vacation days, compensatory time or personal days at the same time as long as three command officers are available and able to work said shift; and
- 10) The sergeants shall still be allowed to trade days off with a patrol officer as long as a command officer is working the shift traded from; and
- 11) The Parties assert that they have the authority to enter into this Agreement; and

For the Union:

/s/ J. Jerry Lieb 12/16/99

J. Jerry Lieb
Illinois Fraternal Order of Police
Labor Council

/s/ Mike Johnson 12/16/99

Mike Johnson, Labor Chairman

For the Employer:

/s/ Steve Verdick 12/20/99

City Administrator

/s/ Gary W. Sutton

Chief of Police

MEMORANDUM OF UNDERSTANDING

Agreement, entered in this day of 2014, by and between the City of East Moline (hereinafter referred to as Employer), Illinois Fraternal of Police Labor Council (hereinafter referred to as Union) and East Moline Police Officers (hereinafter referred to as employees)

Whereas, there is a desire from all parties to change and amend the 20th day of December 1999 agreement for the removal of the position of Captain from the bargaining unit and the creation of two Sergeant positions; and

Whereas, the Parties agree and acknowledge the original intentions of the 1999 Agreement; and

Whereas, the Parties desire and agree to make changes and amend the 1999 Agreement in an effort to make the operations of the East Moline Police Department more efficient; and

Whereas, the parties wish to have this agreement replace and supersede the previous agreement.

Therefore the Parties agree as follows:

- (1) The Employer agrees that each shift shall no longer be required to be staffed with at least (3) command officers; and
- (2) The Employer shall no longer require a command officer in charge of a shift at all times; and
- (3) The Employer agrees to have a total of (10) ten command (Lieutenant/Sergeant) positions as long as the Employer is staffed with a minimum of 37 employees; and
- (4) The Employer agrees that a Captain shall not work any off-duty assignments or hire-back unless all Employees decline to voluntarily fill such vacancy or in a bona fide emergency; and
- (5) The Employer agrees that the Captain position shall remain a tested position and placement of names on a certified list supplied by the Fire and Police Commission; and
- (6) The Parties assert that they have the authority to enter into this agreement.

For the Union:

/s/ David Nixon
Illinois Fraternal Order of Police

/s/
Labor Chairman

For the Employer:

/s/ Cole O'Donnell
City Administrator

/s/ Victor Moreno
Chief of Police

MEMORANDUM OF UNDERSTANDING

Agreement, entered in this 31st day of July 2014, by and between the City of East Moline, Illinois Fraternal Order of Police Labor Council and East Moline Police Officers.

Whereas, the parties through collective bargaining agreed that the maximum number of hours of compensatory time allowed to be accumulated is 24 hours per officer.

Whereas, the parties agree probationary police officers should be exempt from this compensatory 24 hour limit due to the limited paid time off during this period.

Now Therefore the Parties agree as follows:

- 1) The parties agree that probationary police officers are not limited in the number of compensatory hours they can accumulate.
- 2) The parties agree that when probationary police officers successfully complete the probation period then the 24 hour limit of accumulated compensatory time shall apply.
- 3) The parties agree that any hours above this amount will be paid out during the next pay period to the officer once they complete probation.

For the Union:

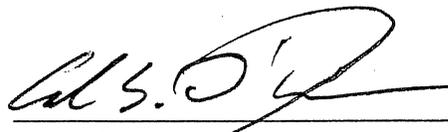


David Nixon
Illinois Fraternal Order of Police



Kirk DeGreve
Labor Chairman

For the Employer:



Cole O'Donnell
City Administrator



Victor Moreno
Chief of Police