

AGREEMENT

Between

City of East Moline, Illinois

And

International Association of Fire Fighters

Local 929, AFL-CIO-CLC



Effective January 1, 2025 – December 31, 2028

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1.	Preamble	6
2.	Management Rights	7
	<u>Section 1</u> Management Rights	7
	<u>Section 2</u> Work Rules, General Orders and Regulations	7
	<u>Section 3</u> Conflict Between Management Rights, Work Rules, and Collective Bargaining Agreement	7
3.	Union Recognition	9
4.	Union Security	10
	<u>Section 1.</u> Fair Share	10
5.	Union Business	11
	<u>Section 1.</u> Leave for Negotiations	11
	<u>Section 2.</u> Leave for Grievance Processing	11
	<u>Section 3.</u> Union Leave	11
	<u>Section 4.</u> Notice	11
6.	Non-Discrimination	12
	<u>Section 1.</u> Discrimination Prohibition	12
	<u>Section 2.</u> Equal Opportunity	12
	<u>Section 3.</u> Gender Neutral Terminology	12
7.	Seniority	13
	<u>Section 1.</u> Commencement of Seniority	13
	<u>Section 2.</u> Seniority List	13
	<u>Section 3.</u> Same Day Hires	13
	<u>Section 4.</u> Lay-off and Recall	13
	<u>Section 5.</u> Station Assignment	13
	<u>Section 6.</u> Probationary Period	14
8.	Benefits – When Payable	15
	<u>Section 1.</u> Immediate	15
	<u>Section 2.</u> Thirty (30) Days	15
	<u>Section 3.</u> Six (6) Months	15
	<u>Section 4.</u> One (1) Year	15
9.	Work Week	16
	<u>Section 1.</u> Normal Workweek	16
	<u>Section 2.</u> Normal Workday Scheduling	16
	<u>Section 3.</u> Special Work Hours	16
	<u>Section 4.</u> Return Schedule from Fire Academy	16
	<u>Section 5.</u> Probationary Employees	17
10.	Overtime	18
	<u>Section 1.</u> Definitions	18
	<u>Section 2.</u> Overtime Rate	18
	<u>Section 3.</u> Minimum Overtime	18
	<u>Section 4.</u> Overtime Rotation/Staffing	18
	<u>Section 5.</u> Probationary Employees	19
	<u>Section 6.</u> Required Overtime	19
	<u>Section 7.</u> Overtime for Union Business	19
	<u>Section 8.</u> Overtime-Compounding	19
11.	Paid Time Off (PTO)	21
	<u>Section 1.</u> Accrual	21
	<u>Section 2.</u> Definitions	21
	<u>Section 3.</u> Computation of Service	21
	<u>Section 4.</u> Qualification Period	21
	<u>Section 5.</u> Credit for Occupational Accident, Sickness or Disease	22
	<u>Section 6.</u> Return to Service	22
	<u>Section 7.</u> PTO Scheduling by Employees	22
	<u>Section 8.</u> PTO Scheduling by City	22

	<u>Section 9.</u>	Rescheduling	22
	<u>Section 10.</u>	Holidays – Forty Hour Employees	22
	<u>Section 11.</u>	PTO Benefits Upon Termination	22
	<u>Section 12.</u>	Employee Requests for PTO – Less Than Twelve Hours Notice	23
	<u>Section 13.</u>	PTO Usage	23
	<u>Section 14.</u>	June 8 th through August 24 th	23
	<u>Section 15.</u>	PTO Slots	23
	<u>Section 16.</u>	PTO Carryover	23
12.	Holidays		24
	<u>Section 1.</u>	Holidays Recognized	24
	<u>Section 2.</u>	Holiday Pay	24
	<u>Section 3.</u>	Forty Hour Employees	24
	<u>Section 4.</u>	Employee's Birthday	24
13.	Sick Benefit Pay		25
	<u>Section 1.</u>	Definition	25
	<u>Section 2.</u>	Use of Sick Leave	25
	<u>Section 3.</u>	Sick Leave Benefit for Group A Employees	25
	<u>Section 4.</u>	Sick Leave Benefit for Group B Employees	26
	<u>Section 5.</u>	Notice	27
	<u>Section 6.</u>	Records	27
	<u>Section 7.</u>	Duration	27
	<u>Section 8.</u>	Subrogation of Sick Leave	27
	<u>Section 9.</u>	Limitations – Secondary Employment	28
14.	Bereavement Leave		29
	<u>Section 1.</u>	Leave	29
	<u>Section 2.</u>	Notice	29
	<u>Section 3.</u>	No Bereavement Leave During Sick Leave	29
15.	Military Leave		30
	<u>Section 1.</u>	Leave	30
	<u>Section 2.</u>	Temporary Leave	30
16.	Leave of Absence Without Pay		31
	<u>Section 1.</u>	Leave	31
	<u>Section 2.</u>	Seniority	31
	<u>Section 3.</u>	Rank	31
	<u>Section 4.</u>	Elective Governmental Office	31
17.	Trades		32
	<u>Section 1.</u>	Leave Administration	32
18.	Miscellaneous Leave		33
	<u>Section 1.</u>	Jury Duty	33
	<u>Section 2.</u>	Court Proceedings – Work Related	33
19.	Health and Accident Insurance		35
	<u>Section 1.</u>	Employee Contributions	35
	<u>Section 2.</u>	Health Care Planning Committee	35
	<u>Section 3.</u>	Retiree Continuation	35
	<u>Section 4.</u>	Life Insurance	37
	<u>Section 5.</u>	Line of Duty Death	37
20.	Uniform Allowance		38
	<u>Section 1.</u>	Allowance	38
	<u>Section 2.</u>	Prescribed Uniform	38
	<u>Section 3.</u>	Protective Clothing	38
	<u>Section 4.</u>	Reimbursement for Personal Items	38
21.	Work Rules		39
	<u>Section 1.</u>	Reasonable Rules and Regulations	39
	<u>Section 2.</u>	Union Right to Bargain	39

	<u>Section 3.</u>	Grievability	39
	<u>Section 4.</u>	Written/Verbal Orders	39
	<u>Section 5.</u>	Building Maintenance	39
	<u>Section 6.</u>	Residency	39
22.	Safety and Health		40
	<u>Section 1.</u>	Standards	40
	<u>Section 2.</u>	Safety Committee	40
	<u>Section 3.</u>	Immunizations	40
	<u>Section 4.</u>	Health and Fitness Testing Guidelines	40
23.	Injury Leave		41
	<u>Section 1.</u>	Leave	41
	<u>Section 2.</u>	Examination	41
	<u>Section 3.</u>	Limitations -- Other Employment	41
	<u>Section 4.</u>	Temporary Light Duty Assignment	41
24.	Grievance Procedure		43
	<u>Section 1.</u>	Definition	43
	<u>Section 2.</u>	Grievance Steps	43
	<u>Section 3.</u>	Time Limits	43
	<u>Section 4.</u>	Impasse Resolution	44
	<u>Section 5.</u>	Uniform Arbitration Act	44
	<u>Section 6.</u>	Discipline	44
25.	Wage Scale and Cost of Living		45
	<u>Section 1.</u>	Base Pay	45
	<u>Section 2.</u>	C.O.L.A.	45
	<u>Section 3.</u>	Firefighter III/Advanced Technician Firefighter Pay	45
	<u>Section 4.</u>	Out of Rank Pay	45
	<u>Section 5.</u>	Paramedic Pay	46
	<u>Section 6.</u>	Engineer	46
	<u>Section 7.</u>	Tuition Reimbursement	46
26.	Validity		48
	<u>Section 1.</u>	General	48
	<u>Section 2.</u>	Precedence of Agreement	48
	<u>Section 3.</u>	Severability	48
	<u>Section 4.</u>	Fire and Police Commission	48
27.	No-Strike -- No-Lockout		49
28.	Disciplinary Action		50
	<u>Section 1.</u>	Discipline	50
	<u>Section 2.</u>	Progressive Discipline	50
	<u>Section 3.</u>	Appeal of Discipline	52
29.	Continuous Conditions of Employment		53
	<u>Section 1.</u>	Firefighter Certification	53
	<u>Section 2.</u>	Emergency Medical Services	53
30.	Comp Time		54
	<u>Section 1.</u>	Authorization	54
	<u>Section 2.</u>	Scheduling	54
	<u>Section 3.</u>	Accumulation	54
	<u>Section 4.</u>	Employee Education	54
	<u>Section 5.</u>	Transferring of Compensation Time	54
31.	Drug and Alcohol Testing		56
	<u>Section 1.</u>	General Policy Regarding Drugs and Alcohol	56
	<u>Section 2.</u>	Definitions	56
	<u>Section 3.</u>	Prohibitions	56
	<u>Section 4.</u>	The Administration of Tests	57
	<u>Section 5.</u>	Conduct of Tests	59
	<u>Section 6.</u>	Cutoff Levels	60
	<u>Section 7.</u>	Right to Contest	61

	<u>Section 8.</u>	Voluntary Requests for Assistance	61
	<u>Section 9.</u>	Discipline	62
	<u>Section 10.</u>	Confidentiality of Test Results	63
	<u>Section 11.</u>	Insurance Coverage	63
32.	Minimum Manning		64
	<u>Section 1.</u>	Shift Minimum	64
	<u>Section 2.</u>	Overtime	64
	<u>Section 3.</u>	Department Manning	64
	<u>Section 4.</u>	Flexible Shift	64
33.	Promotions		65
	<u>Section 1.</u>	General	65
	<u>Section 2.</u>	Vacancies	65
	<u>Section 3.</u>	Eligibility	65
	<u>Section 4.</u>	Rating Factors and Weights	66
	<u>Section 5.</u>	Test Components	66
	<u>Section 6.</u>	Scoring of Components	67
	<u>Section 7.</u>	Right to Review	68
	<u>Section 8.</u>	Order of Selection	68
	<u>Section 9.</u>	Maintenance of Promotion Lists	68
	<u>Section 10.</u>	Monitoring	69
	<u>Section 11.</u>	Retreat of Rank	69
34.	Career Counseling		70
	<u>Section 1.</u>	Overview	70
	<u>Section 2.</u>	Counseling Statements	70
	<u>Section 3.</u>	Engineers and Firefighters	70
	<u>Section 4.</u>	Company Officers	71
35.	Duration of Agreement		72
	<u>Section 1.</u>	Duration	72

APPENDICES

A.	Wage Scales	73
B.	Cost of Living Allowance	75
C.	Letter of Intent	76
D.	Agreement for Joint Labor/Management Health Care Planning Committee	77
E.	Signatures	83

ARTICLE 1
PREAMBLE

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

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Management Rights

Except as specifically limited by the express written provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees both internally and externally to other fire related assignments or functions: to maintain a capable and efficient firefighting force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time to time to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require reasonable physical and mental fitness standards of employees; to establish performance standards for employees; to discipline, suspend, and discharge employees for just cause in accordance with applicable law; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor or his designee; and to generally carry out the mission of the City.

Section 2. Work Rules, General Orders and Regulations

The City may adopt, change or modify work rules, general orders, and regulations (“work rules”). The City agrees to post or make available in the department a copy of its applicable work rules where such work rules exist in writing. Whenever the City changes rules or issues new rules applicable to employees, the Union will be given at least seven (7) calendar days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the City within that seven (7) day period before they become effective if the Union so requests. Notice to the Union shall be given by posting the proposed rule(s) on the Department bulletin board, by email delivery or personal delivery to an authorized representative of the Union. On an annual basis, and at the time of any change in authorized representative, the Union shall provide the Fire Chief and the City Administrator with the names of its authorized representatives and grievance steward.

Section 3. Conflict Between Management Rights, Work Rules, and Collective Bargaining Agreement

In instances where management rights and work rules specified in Sections 1 and 2 of this Article are in conflict with specific provisions of the Collective Bargaining Agreement, the specific provisions of the Collective Bargaining Agreement shall prevail.

ARTICLE 3
UNION RECOGNITION

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

ARTICLE 4
UNION SECURITY

Section 1. Payroll Deduction of Union Dues or Fair Share

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

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

**ARTICLE 5
UNION BUSINESS**

Section 1. Leave for Negotiations

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

Section 2. Leave for Grievance Processing

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

Section 3. Union Leave

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

Section 4. Notice

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

**ARTICLE 6
NON-DISCRIMINATION**

Section 1. Discrimination Prohibition

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

Section 2. Equal Opportunity

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

Section 3. Gender Neutral Terminology

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

ARTICLE 7 SENIORITY

Section 1. Commencement of Seniority

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

Section 2. Seniority List

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

Section 3. Same Day Hires

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

Section 4. Lay-off and Recall

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

Section 5. Station Assignment

1. Once a year (October 8 – 20) all bargaining unit employees may bid on their choice of shift assignment based on rank, seniority and qualifications. The city will post a notice of shift bidding, including the assignment of the Battalion Chiefs, from October 1 – 7 of each year. Employees will be assigned to the slot to which they bid unless there is an inadequate number of qualified employees on any one shift; in that situation the Fire Chief may deny a bid request or reassign an employee at a later date. Qualified employees shall possess the required certification to work in a bid slot. A qualified employee is defined as any non-probationary employee who has attained Basic Operations Firefighter certification with a non-CDL Class B license and EMT-B at a minimum. Bidding shall commence on October 8th with the Captains and progress down through all the ranks. Bidding will be coordinated by the Union and will be done between the hours of 0700-1900. Each employee will be given a reasonable amount of time to reply to notification they are eligible to bid. Failure to choose in the time allotted will result in skipping of the employee and the next employee will be allowed to bid.

If at any time during this process the prerequisite step is complete the next one may be started.

2. The Fire Chief may reassign any Fire Officer as needed throughout the year.
3. An Engine shall be deemed to have inadequate experience if there are no firefighters assigned with at least three years of seniority. Fire department employees may be moved from their bidded slot to meet this requirement on a shift-by-shift basis.

A firefighter shall be deemed to have sufficient job knowledge upon completion of the following:

- (a) A minimum of three years as a member of the East Moline Fire Department.
 - (b) Illinois State Basic Firefighter Certification.
 - (c) Satisfactory completion of state accredited fire academy.
 - (d) Acquisition of fire apparatus Class B non-CDL driver's license.
 - (e) If at any time there is an inadequate number of qualified personnel at a station, the least senior firefighter on the same shift with at least three years of experience will be moved to fill that vacancy.
 - (f) At no time during their probationary period will a firefighter work on a two (2) person engine or truck.
4. The biddable slots for each shift shall be:

Station 21 – 1 Lieutenant, 1 Engineer, 1 Firefighter

Station 22 – 1 Captain, 1 Engineer, 1 Firefighter

Station 23 – 1 Lieutenant, 1 Engineer, 2 Firefighters

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

5. The Fire Chief shall also be allowed to make assignment changes in the case of emergency situations until the emergency is resolved. An emergency shall be defined as any event or series of events, excluding vacations or personal days that cause a shift to be at or below minimum manning for a confirmed period of 14 consecutive calendar days or longer. The Fire Chief will attempt to make these assignments in a manner that does not disrupt the use of accrued benefit time scheduled prior to the occurrence leading up to the emergency situation.
6. The Fire Chief has the right to assign a probationary employee on the shift where the vacancy exists. This may result in bumping of another employee. At the conclusion of the probationary period the employees on that shift may re-bid for station assignment.

Section 6. Probationary Period

New employees shall serve a one-year probationary period, excluding time spent at the Basic Firefighter/NFPA Firefighter 1 Academy, Hazardous Material Operations course, Fire Service Vehicle Operator (FSVO) course, and Vehicle and Machinery Operations (VMO) course.

ARTICLE 8
BENEFITS – WHEN PAYABLE

- Section 1. Immediate
- (a) Pension Participation
 - (b) Workmen’s Compensation
 - (c) C.O.L.A., if applicable
 - (d) Sick Benefits Pay pursuant to the provisions of Article 13
 - (e) Bereavement Days
- Section 2. Thirty (30) Days:
- (a) Health & Hospitalization Insurance Coverage
- Section 3. Six (6) Months:
- (a) Holiday Pay.
 - (b) 56 hours Paid Time Off (PTO).
- Section 4. One (1) Year:
- PTO per Schedule

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

ARTICLE 9 WORK WEEK

Section 1. Normal Workweek

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

Section 2. Normal Workday Scheduling

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

1. Kelly day trades into vacant slots subject to the terms set forth in Article 18, shall be considered "locked in" forty-five (45) calendar days prior to the first instance of the trade.
2. Any FLSA overtime that results from trading into an empty slot shall be forfeited.

The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 P.M. on the first day of each cycle and concludes itself at 7:00 P.M. on the 24th day of the cycle. Each employee's work cycle shall be established so that the employee's "Kelly Day" (16th shift) falls on the shift starting at 7:00 A.M. on the twenty fourth (24th) day of his/her work cycle. An annual "Kelly Day" calendar for the subsequent year shall be available by November 4th of each preceding year.

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

Section 3. Special Work Hours

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

Section 4. Return Schedule from Fire Academy

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

Section 5. Probationary Employees

After a probationary employee completes six (6) months of service, he/she shall be placed at the midpoint of the overtime list. The six (6) months will be reduced to two (2) months when the department is below department manning as defined in Article 32 Minimum Manning Section 3. Department Manning. At no time will the probationary employee be scheduled on a two-man engine and will only be allowed to act in the Firefighter role. This section may displace an employee from their bid station or spot.

ARTICLE 10 OVERTIME

Section 1. Definitions

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

Section 2. Overtime Rate

An employee required to work overtime, shall receive one and one-half (1 ½) times his/her hourly rate of pay for all overtime hours worked. This shall apply each time overtime is worked.

Section 3. Minimum Overtime

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

Section 4. Overtime Rotation/Staffing

- A. Battalion Chiefs shall not be used to fill overtime slots.
- B. All overtime shall be filled with Bargaining unit members.
- C. When there is no Battalion Chief or Captain on duty and overtime is needed for the Battalion Chief, the overtime shall be offered first to available Captains, then Lieutenants.
- D. All other positions will be filled according to the following procedure:
 - a. Only officers may contact members for non-emergency overtime.
 - b. An overtime roster will be generated for each overtime occurrence and kept at the duty desk and in an Overtime File on the city computer. The roster must show steps taken during notifications and be signed by the officer.
 - c. All overtime shall be annotated on the overtime roster.
 - d. All attempted contacts and outcomes will be annotated on the overtime roster, (i.e. texted, voice mail left, offered in person, accepted, declined and times for such events).
 - e. Scheduled overtime may be filled up to three calendar days prior.

- f. Contract for overtime may begin at 0700 hours.
- g. Every eligible employee will be notified for the overtime slot(s).
- h. After one hour the highest eligible person on the list who responds to accept the overtime shall receive it.
- i. If the overtime is not filled by 1900 hours all available personnel will be contacted again to fill the overtime. This shall be on a first call back basis.
- j. If the overtime is not filled by 2100 hours the night prior to occurrence the slot will be filled by the next person on duty on the mandatory overtime list. This list will consist of all shift personnel eligible to take overtime by order of seniority from least senior to most senior. Once an individual is required to take a non-voluntary overtime assignment and completes their forced obligation, he/she will be moved to the bottom of the mandatory overtime list. Personnel will not be given this overtime if they have previously scheduled the next shift off (Education, PTO, Kelly or Trade) or if they have already worked overtime in that pay period. Personnel will also be exempt from mandatory overtime if they have overtime scheduled prior to their next shift. If all members of the on-duty shift meet those criteria the slot will be filled by the lowest seniority person on the previous day's shift who does not meet the criteria.
- k. Suspended employees are not eligible for non-emergent overtime for 6 months from date of suspension.

Section 5. Probationary Employees

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

Section 6. Required Overtime

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

Section 7. Overtime for Union Business

Members of the union who are called in to replace members of the Union Negotiating Team or Grievance Committee under Article 4, Union Business, will be paid for the actual hours worked rounded up to the nearest fifteen (15) minute interval at 1 ½ times his/her hourly rate.

Section 8. Overtime Compounding

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

Section 9. Emergency Overtime

- A. Emergency Overtime shall be defined as overtime which is created less than one hour before the overtime slot needs to be filled.
- B. In the event of emergency overtime, the one-hour requirement shall be waived and replaced with a ten minute notification to all eligible employees through Vector Scheduling to give all employees a fair opportunity to fill the overtime slot.
- C. If no one takes the emergency overtime after those ten minutes, the on-duty shift Captain may reach out to individual members to ask them to fill the overtime.

**ARTICLE 11
PAID TIME OFF (PTO)**

Section 1. Accrual

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

- A. 56 hours PTO at completion of first six (6) months of continuous service for a new employee.
- B. 112 additional PTO hours at employee's first year anniversary with continuous service.
- C. 168 annual PTO hours for employees with more than one (1) year of continuous service.
- D. 216 annual PTO hours for employees with seven (7) years or more of continuous service.
- E. 264 annual PTO hours for employees with thirteen (13) years or more of continuous service.
- F. 324 annual PTO hours for employees with eighteen (18) or more years of continuous service.

Section 2. Definitions

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

A work week for forty (40) hour a week, (non-shift) employees shall be five (5) eight (8) hour days.

Section 3. Computation of Service

PTO service credits shall be computed (accrued) based on an employee's fulltime anniversary date. PTO shall be posted on the employee's first employment anniversary and on each subsequent January 1st. Employees may schedule PTO for the year in accordance with their current years of service as specified in Section 1. If additional PTO is earned at their fulltime anniversary date it may be scheduled on or after their anniversary. Computation of continuous PTO service shall begin on the date the employee began work for the City, which date shall be the last date on which employment began subsequent to any break in service.

Section 4. Qualification Period

An employee must qualify for PTO leave by having been employed by the City for a period of six (6) continuous months from their hire date in order to receive 56 hours of PTO.

Section 5. Credit for Occupational Accident, Sickness or Disease

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

Section 6. Return to Service

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

Section 7. PTO Scheduling by Employees

By November 5th each year, a notice shall be posted stating that the PTO schedule for the fiscal year is being prepared. Each employee, commencing with the most senior employee, will be permitted to pick the full 24hr shifts desired. Once all employees have picked their desired 24 hours shifts, then starting with the most senior employee shall be able to pick from remaining slots, their time, in any increments of two (2) or more hours. Planned PTO requests must be completed by November 19th.

Section 8. PTO Scheduling by City

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

Section 9. Rescheduling

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

Section 10. Holidays – Forty Hour Employees

If a holiday occurs during the period in which PTO is taken by an employee who works a forty (40) hour work week that employee's PTO shall be extended one (1) additional workday.

Section 11. PTO Benefits upon Termination.

An employee, who is separated from the service of the department shall be compensated for all accrued but unused PTO hours accumulated at the employee's hourly rate at the time of separation. Thirty (30) day notice should be given to the Fire Chief in writing where possible. If an employee uses vacation time posted on January 1st of each year that is not fully accrued based on their full-

time anniversary date and separates from the City the employee's final paycheck will be adjusted to compensate.

Section 12. Employee Requests for PTO – Less Than Twelve Hours' Notice

In an effort to reduce overtime costs, PTO utilization requests shall be made at least twelve (12) hours in advance to allow for a possible trade day. The twelve hour minimum notice is reduced to thirty (30) minutes for PTO used for sick leave benefits or when the request does not create an overtime situation.

PTO requests made less than twelve (12) hours in advance of the beginning of the shift for which the employee wishes to use his/her PTO, may be denied if the time, in conjunction with comp time, will cause an overtime situation. PTO requests made with less than twelve (12) hours advance notice shall not be unreasonably denied when minimum manning is met without the use of overtime unless the department is operating under a state of emergency or has a legitimate operational need as determined by the Chief.

Two (2) firefighters may use PTO during the same shift and during the same 24-hour period as long as nobody is off on a Kelly day. An additional third (3) slot can only be approved within 12 hours or less before the beginning of the shift for which the employee wishes to use his/her vacation if it does not cause overtime regardless of whether the other two slots are both vacation or vacation and Kelly day.

Section 13. PTO Usage

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

Section 14. June 8th through August 24th

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

Section 15. PTO Slots.

PTO slots shall be for full duty suppression personnel.

Section 16. PTO Carryover

Employees will be permitted to carryover a maximum of 48 hours of PTO time each fiscal year.

ARTICLE 12 HOLIDAYS

Section 1. Holidays Recognized

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

Section 2. Holiday Pay

Each employee who actually works one of the nine (9) designated holidays (excluding employee's birthday) shall be paid one and one-half (1 – ½) times the employee's hourly rate for all hours worked.

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

Section 3. Forty-Hour Employees

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

Section 4. Employee's Birthday

Each employee shall have the option of either twelve (12) hours off work with full pay for his/her birthday or to receive twelve (12) hours extra pay at the hourly rate during the pay period in which his/her birthday falls. If the employee chooses to take the twelve (12) hours off with full pay, the time off may be taken in a two (2) week period beginning one (1) week before such birthday and ending one (1) week after such birthday. This time off will not count as a slot.

ARTICLE 13
SICK BENEFIT PAY

Section 1. Definition

Sick benefit pay as used in this Article shall be defined as absence from work because of non-service connected illness or injury. Sick benefit pay may also be used in the event of legal quarantine, or in the event of any of the foregoing occurring to a spouse, unmarried children under the age 26, or children permanently and totally disabled, which requires verifiable medical attention. Children for this benefit are defined as the employee's biological, foster or adopted children including those children of their current spouse, if unmarried and either under age 26 or permanently and totally disabled. Sick leave benefits are not allowed for stepchildren from a previous spouse. Sick leave benefits are separate from PTO leave addressed in Article 11.

Section 2. Use of Sick Leave

An employee's sick leave benefit is determined by the hire date of the employee. Employees hired prior to January 1, 2022 are considered Group A employees. Employees hired on or after January 1, 2022 are considered Group B employees for the purposes of sick leave benefit only. Regardless of employment group, each employee covered by this collective bargaining agreement shall be entitled to receive sick benefit pay for the reasons as defined in Section 1 above.

Section 3. Sick Leave Benefit for Group A Employees

- A. **Waiting Period.** Sick benefit pay shall be payable after the first eight (8) hours of absence for both the first and second consecutive workday(s) in the amount of 75% of the base pay. The eight (8) hour non-payable waiting period shall be waived in the event of hospitalization, outpatient surgery, illness or accident resulting in same day medical treatment by a licensed medical professional, excluding chiropractic care. PTO may be used on an hourly basis at the employee's discretion (as defined below) to adjust total compensation to 100% of base pay, or to be used in lieu of non-payable sick leave during these two eight (8) hour periods of absence.
- B. **Sick Leave for Childbirth –** Sick leave benefits, including the waiver of the 8-hour waiting period, will be allowed during the period of time that the spouse and/or newborn child of an employee is hospitalized for the purpose of childbirth. However, sick leave benefits shall not be permitted after the employee's spouse and newborn child are released from the hospital unless the employee produces a doctor's certificate stating that the employee must be at home due to a medical problem of the spouse or child. Sick leave benefits shall not be allowed if the time off by the employee is intended to be used for well-child care. PTO must be used concurrently with any FMLA leave unless FMLA leave is approved for a duty related injury or illness.
- C. **Duration.** The duration of benefits of this Article for Group A shall not extend for more than fifty-two (52) weeks for each occurrence. However, this benefit shall be limited to

one hundred eighty (180) calendar days if an employee is unable to work (perform his duties without restrictions) based upon permanent restrictions resulting from an evaluation by the City's designed physician, at the expense of the City.

Section 4. Sick Leave Benefit for Group B Employees

- A. Sick Leave Accrual. Group B employees covered by this Agreement shall be entitled to and shall accrue from and after the date of execution hereof, sick leave time in the amount of six (6) hours per payroll period. Group B non-shift employees (40 hour per week employees) accrue sick leave time at a rate of 3.6923 hours per payroll period.
- B. Eligibility for Accrual. In order to accrue full sick leave in any payroll period, an employee must work or be on paid leave status or military leave for all scheduled hours worked during said period. If an employee is not at work, is not on paid leave status, or not on military leave for all scheduled hours of work during that payroll period, the employee's sick leave accrual during said payroll period shall be reduced by the same percentage that the hours not at work, not on paid leave status and not on military leave bear to one hundred five and 35/100ths (105.35) hours.
- C. Sick Leave Bank Limit. Group B employees can accumulate up to 2,739 hours in their individual sick leave bank which may be carried over from year to year. The sick leave bank shall consist of hours accrued after deducting hours used.
- D. Borrowing Sick Leave from Future Accruals. Within the first five years of employment, Group B employees may borrow from future sick time accruals for non-duty related serious illness or injury with a doctor's note stating that the employee is unable to work. Future sick leave accrual borrowing shall be limited to 375 hours.
- E. Accumulated Sick Leave Bank as Separation Benefit.
 - 1. The estate of any Group B employee covered by this Agreement will be entitled to receive seventy-five percent (75%) of the employee's accumulated sick leave bank upon death while employed by the City of East Moline Fire Department as an active employee.
 - 2. Any Group B employee covered by this Agreement and meeting minimum eligibility requirements under the East Moline Fire Fighters Pension Plan and who has less than twenty-five (25) years of service as a firefighter (as defined in paragraph F within this article) will be eligible to convert twenty-five percent (25%) of the employee's accumulated sick leave into the employee's City of East Moline retiree health benefit savings account or similar investment vehicle.
 - 3. Any Group B employee covered by this Agreement and meeting minimum eligibility requirements under the East Moline Fire Fighters Pension Plan and who has twenty-five (25) or more years of service as a firefighter (as defined in paragraph F within this article) will be eligible to convert fifty percent (50%) of the

employee's accumulated sick leave bank into the employee's City of East Moline retiree health savings account or similar investment vehicle.

- F. For the purposes of this Article, "firefighter" means any person who has been appointed to a fire department or fire protection district or employed by a State university and sworn or commissioned to perform firefighter duties except that the following persons are not included as "firefighter" in this Article: part-time firefighters; auxiliary, reserve or voluntary firefighters (including paid on-call firefighters); clerks or dispatchers or other civilian employees of a fire department or fire protection district who are not routinely expected to perform firefighter duties; and, elected officials overseeing a fire department or service.

Section 5. Notice

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

Section 6. Records

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

Section 7. Duration

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

Section 8. Subrogation of Sick Leave

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

At Employer's (City) request, Employee will assist Employer (City) in enforcing those rights against third parties, including the execution of documents by Employee naming Employee as a plaintiff in suit against third party. If it is necessary to bring suit or execute documents in enforcing those rights against third parties, the Employer (City), shall bear the cost. If Employee receives

payment from a third party as compensation for a loss, injury or damages for which a payment is made by Employer (City) under this benefit, Employee shall reimburse Employer (City) for the benefits received to the extent of payments made by a third party to Employee. Any amount received by Employee from a third party in excess of payments made by Employer (City) under this benefit, shall be retained by Employee.

Section 9. Limitations – Secondary Employment

While receiving long-term sick benefit pay, the employee shall not be employed in any other manner with monetary compensation, such if secondary employment would, in the opinion of a licensed medical physician, prolong the employee's recovery period and return to work. The burden of providing this opinion remains with the employee, and a city provided form must be completed by the healthcare provider and returned to Human Resources. Long-term sick benefit pay is defined as any medical leave of absence longer than one month. Under no circumstances shall an employee have secondary employment during the employee's regular hours of work for which he is receiving sick benefit pay from the City. Any employee who is in violation of this Section forfeits the continuing compensation provided for by this Article from the time such secondary employment begins. The City retains the right to send the employee to an occupational health specialist at city expense should the City disagree with the employee's provider. The occupational health specialist's opinion will be the final determinate.

ARTICLE 14
BEREAVEMENT LEAVE

Section 1. Leave

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

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

Section 2. Notice

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

Section 3. No Bereavement Leave during Sick Leave

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

ARTICLE 15
MILITARY LEAVE

Section 1. Leave

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

Section 2. Temporary Leave

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

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave

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

Section 2. Seniority

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

Section 3. Rank

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

Section 4. Elective Government Office

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

- A. Seniority shall be retained but shall not accrue after one (1) year of such leave.
- B. The employee shall be entitled to reinstatement to the Department if he returns to work within 30 days after the elected term expires, retaining his accrued seniority and rank, but shall be assigned to a position within the Department by the Chief. The City shall have the right to lay-off the least senior employee, and shall not be bound by the provisions of appendix D.

ARTICLE 17
TRADES

Section 1. Leave Administration

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

- A. Such substitution does not impose any additional cost upon the City.
- B. An officer in charge of the assigned employee's platoon is notified and gives his/her approval.
- C. The City is not held responsible for enforcing any agreement made between employees.
- D. When substituting in the officer rank positions, efforts shall be made to fill the substitute position with an officer rank employee. In instances where an officer rank employee is not available for substitution, non-officer substitutes may be pursued.

ARTICLE 18
MISCELLANEOUS LEAVES

Section 1. Jury Duty

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

Section 2. Court Proceedings – Work Related

1. If as a result of the lawful performance of his duties on behalf of the City, (which shall not include action taken or performance of duties during gainful employment with one other than the City) an employee is subpoenaed as a witness to appear or notified to appear in court or court related proceedings or before the coroner on his scheduled day off or outside his normal workday, such employee shall be compensated as follows:
 - A. For each appearance in a day (an appearance may include one or more cases) in a minimum of two (2) hours at one and one-half (1 ½) times his low rate of pay, provided such time does not overlap employees' normal workday.
 - B. Any employee appearing pursuant to Paragraph A above at the morning trial call and his case is not completed by noon recess shall receive a paid lunch break and shall resume overtime status at the time the court reconvenes until his case or cases are disposed of and the employee is so notified or until the employee is released by the prosecutor for that day.
 - C. When an appearance begins during an employee's scheduled workday but extends past the quitting time thereof, the employee (provided he works said schedule workday) shall be paid a minimum of one-half hour at one and one-half times his low rate of pay for each fractional tenth of an hour or part thereof over one-half hour.
 - D. When an appearance falls solely within employee's scheduled workday, the employee shall not receive additional compensation but shall be excused, of course, for the purpose of making said appearance.

- E. An employee shall reimburse the City from witness fees (not including mileage) an amount equal to pay received hereunder but no more than the witness fee.
 - F. Court time shall be paid exclusively as provided above and no other provisions of this agreement shall apply to court time. Court time paid as provided above shall not count toward the computation of overtime under this agreement.
2. It is agreed that the employees have a responsibility to respond to a subpoena and/or summons when properly issued and served by a court or agency having jurisdiction and power to do so, therefore, when an subpoena and/or summons is received for a matter not resulting from the performance of an employee's duties for the City he shall be released from work to respond to said subpoena and/or summons upon presentation of same to the fire Chief or his delegated designee, but said release shall be without pay or will be charged against the accumulated vacation leave or compensatory time at the option of the employee.

ARTICLE 19
HEALTH AND ACCIDENT INSURANCE

Section 1. Employee Contributions

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

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

Section 2. Health Care Planning Committee

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

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

Section 3. Retiree Continuation

Retiree Premiums

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

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

more years of service at age fifty or older may continue health insurance coverage at a premium rate, which is 3% less than the most recent retiree rate in effect.

For employees hired on or after January 1, 2022, the City will not pay any portion of the health insurance premiums of the City of East Moline's group health insurance program for retired employees or their dependents. Retired employees shall be permitted to continue health insurance coverage with the full cost of the health insurance premiums the responsibility of the retiree. In lieu of paying a portion of the health insurance premiums, the City will contribute one thousand seven hundred fifty dollars (\$1,750) per year on the first full pay period beginning on or after June 1st to a Retiree Health Savings Account or similar savings mechanism on behalf of non-probationary employees hired on or after January 1, 2022 during the employees first ten (10) years of employment. Every year thereafter until separation, the City shall contribute one thousand five hundred (\$1,500) dollars into the employees Retiree Health Savings account or similar savings mechanism. Said employees in the bargaining unit may collectively determine to contribute an additional voluntary amount per pay period to their Retiree Health Savings account or similar savings mechanism through a payroll deduction as allowed by federal and state tax regulations.

Retiree Premiums Prior to January 01, 1994

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

Surviving Spouse Continuation

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

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

Continuation for Non-Retirement Separation

A deferred pensioner may elect to continue insurance coverage by paying 100% of the insurance premium (with annual rate adjustments) until they reach pensionable age. At pensionable age 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). A deferred pensioner with a hire date of January 1, 2022 or later shall be permitted to continue health insurance coverage with the full cost of the health insurance premium the responsibility of the deferred pensioner.

Section 4. Life Insurance

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

Section 5. Line of Duty Death

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

“Line of duty Death” shall be defined as death caused from injuries, which are directly attributable to a specific duty related action involving the firefighter. The criteria of limitations and exclusions as outlined in the “Public Safety Officers’ Benefits Act” (42 USC 3796) shall be used in the determination as to the eligibility of this benefit.

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

ARTICLE 20 UNIFORM ALLOWANCE

Section 1. Allowance

Each new employee who receives a permanent appointment to the Fire Department shall receive a uniform allowance of six hundred dollars (\$600.00) in the first year of employment, to be paid in two (2) equal installments. The first installment to be paid upon hire. Under no circumstances shall a new employee receive more than six hundred dollars (\$600.00) during his/her first year of employment. Each new employee shall purchase a Class A uniform, as specified by the City, within six (6) months of hire. Non-probationary employees shall receive \$500 in 2022; \$550 in 2023; and \$600 in 2024 to be paid in two (2) equal installments. Non-probationary employees hired prior to the requirement for Class A uniforms shall have six (6) months-notice from the date of the approval of this agreement to purchase and maintain a Class A uniform. If the City approves a change in uniforms, employees will be given at least six months notice so as to use their uniform allowance to purchase the new style uniforms. If the City approves uniform changes that cost more than the uniform allowance payable during that six-month period, the City will pay for the difference in the cost of the replacement uniforms or accessories and that period's allowance.

Section 2. Prescribed Uniform

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

Section 3. Protective Clothing

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

Section 4. Reimbursement for Personal Items

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

ARTICLE 21 WORK RULES

Section 1. Reasonable Rules and Regulations

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

Section 2. Union Right to Bargain

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

Section 3. Grievability

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

Section 4. Written/Verbal Orders

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

Section 5. Building Maintenance

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

Section 6. Residency

Members of the East Moline Fire Department shall within eighteen (18) months of hiring reside within a twenty-five (25) mile radius of the East Moline city hall located at 915 16th Ave, East Moline, IL.

ARTICLE 22 SAFETY AND HEALTH

Section 1. Standards

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

Section 2. Safety Committee

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

Section 3. Immunizations

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

Section 4. Health and Fitness Testing Guidelines

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

**ARTICLE 23
INJURY LEAVE**

Section 1. Leave

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

Section 2. Examination

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

Section 3. Limitations – Other Employment

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

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

Section 4. Temporary Light Duty Assignment

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

1. The employee cannot perform regular duty due to an On-the-Job injury, illness or disability.
2. The employee shall be unable to perform regular duty for a time period of greater than seven (7) calendar days.
3. The treating physician has provided written documentation that the employee is able to perform the light duty assignment without significant risk that such return to work will aggravate any injury.

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

ARTICLE 24 GRIEVANCE PROCEDURE

Section 1. Definition

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

Section 2. Grievance Steps

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

Step 2. If the grievance is not resolved at Step 1, it may be submitted in writing by the Union, to the appropriate City Council Committee (Municipal Services or Finance), or if the City established a standing Grievance Committee, all grievances shall go to that Committee, within seven (7) calendar days after the response of the Department Head is due. Such Committee shall respond to the Union in writing within thirty (30) calendar days.

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

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

Section 3. Time Limits

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

Section 4. Impasse Resolution

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

Section 5. Uniform Arbitration Act

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

Section 6. Discipline

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

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

Section 1. Base Pay

For the purpose of applying the percentage increases, the base pay does not include Education pay for Firefighter III/Advanced Technician Firefighter pay. Base pay shall increase as follows: 3.25% effective the first full pay period following January 1, 2025, 3.25% effective the first full pay period following January 1, 2026, 3.25% effective the first full pay period following January 1, 2027, and 3.25% effective the first full pay period following January 1, 2028. All base pay increases shall commence on the next full pay period following the base pay increase date. If the collective bargaining agreement is approved after the scheduled base pay increase, all wages will be calculated retroactively to the adjustment date.

Rank pay shall be added to the firefighter wage scale as follows:

Engineer -	\$2,000.00
Lieutenant -	\$4,000.00
Captain -	\$8,000.00

Section 2. C.O.L.A.

Employees shall also be compensated in accordance with the provisions of the Cost of Living Schedule attached to the agreement and labeled Appendix B. Such Cost of Living Schedule is to be considered part of this agreement. However, such Cost of Living Allowances provided for in Appendix B shall be frozen for the period of January 1, 2025 through December 31, 2028.

Section 3. Firefighter III/Advanced Technician Firefighter Pay

Any firefighter completing the requirements for certified Firefighter III/Advanced Technician Firefighter shall receive an additional \$2,191.20 yearly added to their pay. All Firefighter III/Advanced Technician Firefighter training shall be conducted in the Quad Cities.

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

Section 4. Out of Rank Pay

There shall be an individual fulfilling the role of an officer at every station. When a Lieutenant position is vacant due to vacation, sick, personal time or any other reason that position will be filled by the highest ranking Engineer at the station and if no Engineers are present, the most senior qualified (F.A.E.) Firefighter at the station, at the discretion of the shift Commander working the day the acting out of rank occurs. When a Captain position is vacant due to vacation, sick, personal

time or any other reason, then that position shall be filled by the highest-ranking Engineer at the station or, if no Engineers are present, the highest-ranking firefighter at the station.

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

- A. When the Battalion Chief position is vacant due to vacation, sick, personal time or any other reason the position will be filled by the Captain, or if not available the Lieutenant with the most time in grade. This move up pay will be \$.73 per hour for all hours worked added to the Captains current hourly base wage for up to seven consecutive 24-hour shifts. Commencing on the eighth consecutive 24-hour shift, the officer assuming the assignments, duties and management responsibilities of the vacant Battalion Chief (i.e., Training, EMS, Inspection) will be \$1.46 per hour for all hours worked added to the Captains current hourly base wage. Lieutenants moving up to Battalion Chief will be \$1.46 per hour for all hours worked added to Lieutenants current hourly base wage. (See Appendix A).
- B. When a Lieutenant or Captain position is vacant due to vacation, sick, personal time or any other reason, the position will be filled by the senior ranking employee at the station, at the discretion of the Battalion Chief working the day the acting out of rank occurs. The move up pay will be \$0.73 per hour for all hours worked added to the Engineers current hourly base wage, or \$1.46 per hour for all hours worked added to the Firefighters current hourly base wage. (See Appendix A).
- C. When the Engineer position is vacant due to vacation, sick, personal time or any other reason the position shall be filled by move up of the most senior qualified (F.A.E.) Firefighter at the station. The move up pay will be \$0.73 per hour for all hours worked added to the Firefighters current hourly base wage. (See Appendix A).

Section 5. Paramedic Pay

Firefighters certified as paramedic shall receive \$2,054.25 per year while they retain their certification. Upon implementation of the City-based ALS ambulance support transport program firefighters certified as paramedic shall receive the stipend of three (3) percent of firefighter based salary (7-year step). Firefighters certified as EMT-B shall receive \$547.80 while they retain their certification. Compensation shall commence the first full pay period after the license has been provided to the City.

Section 6. Engineer

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

Section 7. Tuition Reimbursement

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

completion. Only bargaining unit members who have a 3.0 average or above evaluation will be eligible to apply for tuition reimbursement.

ARTICLE 26
VALIDITY

Section 1. General

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

Section 2. Precedence of Agreement

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

Section 3. Severability

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

Section 4. Fire and Police Commission

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

ARTICLE 27
NO STRIKE – NO LOCKOUT

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

ARTICLE 28
DISCIPLINARY ACTION

Section 1. Discipline

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

Section 2. Progressive Discipline

A. Progressive discipline shall consist of three categories:

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

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

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

1. Written Reprimand

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

2. Suspension Without Pay

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

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

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

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

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

3. Discharge

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

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

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

- a. Any criminal activity engaged by an employee in the performance of his/her duties.
- b. Refusal to perform assigned duties in violation of lawful and direct order by the employee's supervisor.
- c. Discovery of seriously misleading false statements on an employee's application for employment or on an employee's medical history record.
- d. Three or more unexcused absences.
- e. Intentional abuse or neglect of City equipment or City owned property.
- f. Suspension from work without pay exceeding two weeks in any twelve (12) month period.

- g. Drinking of alcoholic beverages on the job or being intoxicated while on the job.
- h. Use of or being under the influence of drugs other than alcohol, which are not prescribed by a physician to the employee, while on the job.
- i. Fighting on the job.

Section 3. Appeal of Discipline

- A. Any disciplinary action imposed by the Board of Fire and Police Commissioners may be appealed to arbitration, by use of the grievance procedure outlined in Article 24. This grievance shall begin at Step 4 of the grievance procedure. Such appeal shall be initiated within ten (10) calendar days after issuance of the disciplinary action.
- B. Any appeal to arbitration of discipline shall have written approval of the Union and shall also contain a signed statement from the effected employee(s) waiving any rights they may have to appeal the subject action to the Board of Fire and Police Commissioners (in the case of disciplinary action imposed by the authority of the Fire Chief) or to the courts pursuant to the Administrative Review Act (in the case of disciplinary action imposed by the action of the Board of Fire and Police Commissioners). Any disciplinary action grievance filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it.

ARTICLE 29
CONTINUOUS CONDITIONS OF EMPLOYMENT

Section 1. Firefighter Certification

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

Section 2. Emergency Medical Services

- A. Firefighters hired on or after May 1, 1996 must obtain their paramedic license within two (2) years of their hire date. Paramedic license must be retained by these employees.
- B. If for any reason an employee is required to drop paramedic certification it shall be on a case by case basis.
- C. The City agrees to pay required EMT refresher course fees and agrees to release the employee from regular duty to attend this course. Compensation will be given under Article 30 Comp Time for those hours spent off duty in the refresher course.
- D. The City further agrees to pay registration fee for continuing education units taken off duty, when approved in advance by the Chief, to fulfill their requirements of EMT Re-certification. Compensation will be made under Article 30 Comp Time for those off duty hours spent in CEU's classes required for re-certification. Employees must attend CEU's provided by the City when on duty.
- E. The City agrees to pay the cost for new employee paramedic certification. The City agrees to release the employee from regular duty to attend the certification training.
- F. All members require to maintain paramedic certification shall also maintain all requirements of the current EMS system for paramedics in the East Moline Fire Department.

ARTICLE 30 COMP TIME

Section 1. Authorization

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

Section 2. Scheduling

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

Section 3. Accumulation

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

Section 4. Employee Education

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

Section 5. Transferring of Compensation Time

In the case of a unique or extenuating circumstance involving serious illness to an employee, other department employees (donors) may donate compensatory time to another member of the department (recipient) upon approval of the Fire Chief subject to the following:

1. Prior to donation of time, the recipient must first have depleted all their PTO and compensatory time.
2. All donations of time shall be voluntary and may be given anonymously.
3. Once time is donated by a donor, the donated time becomes part of the recipient's bank regardless of whether the recipient uses all time donated to him/her or not.

4. Fire Department members wishing to donate comp time will complete the comp time donation form provided by the department.
5. Donations will be in whole hours and a minimum of two hours.
6. Comp time donations are effective upon the approval signature of the Fire Chief.

**ARTICLE 31
DRUG AND ALCOHOL TESTING**

Section 1. General Policy Regarding Drugs and Alcohol

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

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

Section 2. Definitions

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

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

2. The term "drug abuse" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug, which results in impairment while on duty.
3. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of drugs or alcohol in his/her body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions

Employees shall be prohibited from:

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

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

Section 4. The Administration of Tests

1. Informing Employees Regarding Drug Testing

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

2. Pre-Employment Screening

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

3. When a Test May Be Compelled

- A. Reasonable Suspicion Testing. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When any supervisory exempt personnel has reasonable suspicion to believe that an employee is impaired due to being under the influence, they shall have at least one other non-bargaining unit supervisory personnel confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty Union Representative. The employee may also confer with an attorney; however 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 causing reasonable suspicion of illegal drug use or alcohol abuse;
- iii. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
- iv. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off duty drug or alcohol abuse. The above examples do not provide an exclusive list of circumstances, which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard;
- v. Where an employee has been involved in a motor vehicle accident while operating a department vehicle.

Reasonable Suspicion Standard:

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

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

B. Random Testing

- i. During each twelve (12) month period, not less than 25% of the average number of employees in the testing pool of all Department employees will be tested at various times for unannounced alcohol testing. Such testing for alcohol may occur at any time an employee is on duty.
- ii. During each twelve (12) month period, not less than 50% of the average number of employees in the testing pool of all Department employees will be tested at various times for unannounced drug testing. Such testing for drugs may occur at any time an employee is on duty.
- iii. The testing dates and names shall be determined by an independent third party engaged in the business of drug testing and employing appropriate techniques for the random selection of testing names and dates.
- iv. Upon notification by a supervisor of a required test, the employee will proceed immediately to the testing site. Refusal to test will lead to disciplinary action in accordance with Section 9 of this Article.

4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the

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

Section 5. Conduct of Tests

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

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The City and Local 929 agree to meet within ninety (90) days of the contract signing to determine a list of acceptable testing agencies.
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
- D. Collect a sufficient sample of the same bodily fluid or material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening of drugs by testing the second option of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provide quantitative data about the detected drug or drug metabolites.
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, with standards in accordance with Section 5 a and b, at the employee's own expense provided the employee notifies the City Administrator within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more (or lesser concentration as may hereafter be established by Illinois State Statutes, such as CDL requirements, for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood be considered positive: The foregoing standard shall not preclude the City from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases.

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

I. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

J. Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel file.

K. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory test is positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interests.

L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any incoherent explanation for the positive reading.

Section 6. Cutoff Levels

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

Initial Test Level

Marijuana metabolites
Cocaine metabolites
Opiate metabolites

Current Federal DOT Levels
Current Federal DOT Levels
Current Federal DOT Levels

Phencyclidine Current Federal DOT Levels
Amphetamines Current Federal DOT Levels

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

Confirmatory Initial Test Level

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

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** B enzoyllecgonine

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

Section 7. Right to Contest

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

Section 8. Voluntary Requests for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his/her current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through the Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation,

employees shall be allowed to use sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 9. Discipline

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

1. First Positive.

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

- A. Undergo appropriate treatment as determined by the physician(s) involved;
- B. Discontinue use of illegal drugs or abuse of alcohol;
- C. Complete the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;
- D. Submit to random testing during working hours during the period of “after-care” treatment.

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

2. Second Positive.

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

3. Third Positive.

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

This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee’s condition is such that he/she is unable to properly perform his/her duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or

delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public, employees well being, or city property).

4. Refusal

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

Section 10. Confidentiality of Test Results

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

Section 11. Insurance Coverage

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

**ARTICLE 32
MINIMUM MANNING**

Section 1. Shift Minimum

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

Section 2. Overtime

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

Section 3. Department Manning

The City and the Union agree that there shall be a minimum of thirty-one (31) bargaining unit members and three (3) Exempt Battalion Chiefs assigned to suppression duty. Eleven on each shift plus one (1) employee available for a flexible shift (Section 5). This section is subject to Appendix D. To accommodate anticipated budget shortfalls in FY 2021 and FY 2022, the City and Union agree that there shall be a minimum of twenty-seven (27) bargaining unit members and three (3) Exempt Battalion Chiefs assigned to suppression duty. This temporary deviation from department manning shall be limited to a two (2) year period expiring December 31, 2022. When bargaining unit manpower falls below twenty-seven (27) during this two-year flex period, the City shall initiate the hiring process to bring staffing to required minimum manning levels. To return minimum departmental manning to 31 bargaining unit members after the temporary deviation expires in FY 2022, the City will make every effort to hire two candidates from the hiring list in time for the fall 2022 academy. The City will make every effort to hire the two remaining candidates from the hiring list in time for the spring 2023 academy.

Section 4. Flexible Shift

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

ARTICLE 33 PROMOTIONS

Section 1. General

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

All promotions within the East Moline Fire Department are probationary for a period of 12 months. The promoted members shall be evaluated by their immediate supervisor quarterly and must obtain average evaluations of "Meets Expectations" (3.0) at the completion of their probationary period for the promotion to become permanent. Probationary members who do not obtain an average of "Meets Expectations" (3.0) of their performance evaluations during their probationary period may be removed from the probationary rank or have their probation extended at the discretion of the Fire Chief.

Section 2. Vacancies

This Article applies to promotions to positions where a vacancy occurs in the ranks of Engineer, Lieutenant, Captain and Battalion Chief. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years, beginning from the date on which the position was vacated. In such an event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3. Eligibility

All promotional testing shall be from employees in the next lower rank who have at least three (3) years of seniority in the East Moline Fire Department and have worked at least one (1) year on shift in suppression in their current rank and have a passing grade on their most recent evaluation. Anniversaries of service, which effect eligibility, will be considered to occur on the date of the first step in the promotion process, for that promotion test. Step one (1) will be 90 days prior to the expiration date of the applicable list or 90 days after the exhaustion of the list due to promotion, whichever occurs earlier.

- A. Eligibility to test for the position of Lieutenant shall also include attainment of Company Fire Officer certification from the Office of the State Fire Marshal of Illinois.
- B. Eligibility to test for the position of Engineer shall also include:

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

Section 4. Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The order of the testing shall be: Ascertained Merit, Seniority, Written Test, and Subject Component. The placement of employees on promotional list shall be based on the points achieved by the employee on promotional examinations consisting of the following four (4) components weighted as specified.

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

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

Section 5. Test Components

- A. Written Examinations. The written examination shall consist of an examination worth 100 points, composed by a reputable and recognized outside testing agency and deemed to be

permitted to complete the promotion process, unless the candidate elects to withdraw from the process. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the promotion process. Such ranking shall constitute the preliminary promotional list.

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

Section 7. Right to Review

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

Section 8. Order of Selection

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

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

Section 9. Maintenance of Promotional Lists

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

Section 10. Monitoring

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

Section 11. Retreat of Rank

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

ARTICLE 34 CAREER COUNSELING

Section 1. Overview

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

Section 2. Counseling Statements

- A. There shall be one counseling statement form used for all types of counseling.
- B. Probationary Firefighters will receive monthly counseling statements from their immediate supervisor.
- C. Counseling statements shall be kept in the employee's personnel file.
- D. Counseling statements can be given at any time to acknowledge exemplary work performance.
- E. Corrective counseling statements can be given at any time to identify unacceptable behavior and or work performance.
- F. Any member receiving a counseling statement or any Chief Officer or Union Officer (President, VP, Secretary, Treasurer) may request that the Fire Chief appoint a review committee to review any counseling statement. This request will be granted.
- G. The review committee will consist of one member of equal rank to the member being counseled, one of the next higher rank, and one of the next lower rank if possible.

Section 3. Engineers and Firefighters

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

If referred to a Battalion Chief he may then:

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

- B. A second corrective counseling on the same issue will be handled with the same procedure as the first corrective counseling.
- C. A third corrective counseling on the same issue will be referred to the Battalion Chief who can:
 - a. Refer to a review committee appointed by the Fire Chief.
 - b. Refer to the Fire Chief for action.

Section 4. Company Officers

- A. Corrective counseling for Company Officers (Captain and Lieutenant) shall be initiated by a superior officer. It shall contain the reason for counseling and a course of action to correct behavior and or work performance, or a referral to the Battalion Chief or Fire Chief.

If referred to the Chief Officer he may then:

- a. Outline a course of corrective action.
 - b. Refer to a review committee appointed by the Fire Chief.
 - c. Refer to the Fire Chief for action.
- B. A second corrective counseling statement for the same issue will be handled in the same procedure as the first corrective counseling.
 - C. A third corrective counseling for the same issue shall be referred to the Chief Officer who may then:
 - a. Refer to review committee appointed by the Fire Chief.
 - b. Refer to the Fire Chief for action.
 - D. The review committee appointed by the Fire Chief shall assess the issue/incident and provide the Fire Chief with a recommendation for action.

Section 5. Bi-Annual Evaluations

- A. Evaluations shall be conducted for each employee twice per calendar year, once in July and again in December.
- B. Evaluations shall be conducted by the officer at the employee's assigned spot. Evaluations for employees who frequently move between stations to fill vacancies shall be conducted by their assigned officer with input as appropriate from other officers who oversaw their performance during the rating period.
- C. An **Employee Improvement Plan (EIP)** will be initiated for employees with a failing evaluation. A failing evaluation is defined as having over 15% of graded criteria within the Needs Improvement category, or any one of the key performance standards (as indicated by evaluation criteria in italics and bold on the evaluation form). For Officers, any evaluation with over 5 Needs Improvement categories will trigger an EIP. For Engineers and Firefighters,

evaluations with over 4 Needs Improvement categories will trigger an EIP. All 'Needs Improvement' marks require at least one negative counseling statement.

- D. Employees given an unsatisfactory evaluation may request an evaluation review committee.
- E. The review committee will consist of one member of equal rank to the member being counseled, one of the next higher rank, and one of the next lower rank if possible. Refusal to sign an evaluation will automatically trigger the formation of an evaluation review committee.
- F. This committee shall interview the rated employee, the employee's rater, and review any counseling statements, reports, or other pertinent information provided by either the rater or rated employee.
- G. The review committee appointed by the Fire Chief shall assess the evaluation and provide the Fire Chief with a recommendation for action. The Fire Chief will then determine if the unsatisfactory evaluation will stand or if it will be overturned.
- H. An employee who believes the process above has not resulted in an accurate evaluation may elect to pursue the grievance procedure outlined in Article 24 of this collective bargaining agreement.

Section 6. Employee Improvement Plans (EIPs)

- A. If an Employee Improvement Plan is required based on an employee's substandard evaluation, concrete and measurable criteria will be created by the employee's rater and senior rater to address the deficiencies identified in the evaluation process. These criteria will be given a specific timeline for demonstrated improvement in the behavior that initiated the EIP.
- B. The rated employee and their current rater will meet monthly to evaluate their performance progress in meeting the steps outlined in their EIP. This meeting will be documented by the rater and retained by the rater and senior rater.
- C. The rated employee, their current rater, and current senior rater will meet quarterly to evaluate their performance progress in meeting the steps outlined in their EIP. This meeting will be documented by the rater and retained by the rater and senior rater.
- D. Once the rater and senior rater agree that the employee's performance issues have been adequately addressed and corrected, they shall recommend the Fire Chief remove the employee's EIP.
- E. Failure to comply with EIP steps may result in progressive discipline (as per Article 28 of this Collective Bargaining Agreement) for insubordination.
- F. The East Moline Human Resources office will be notified of any EIP which lasts over 6 months to advise on any further action.

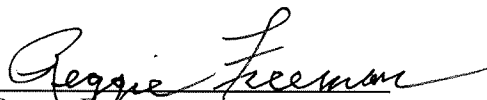
**ARTICLE 35
DURATION OF AGREEMENT**

Section 1. Duration

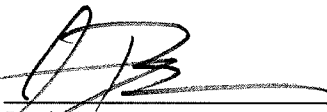
This agreement shall be effective as January 1, 2025 and shall remain in full force and effect until the thirty-first (31st) day of December 2028. The agreement as a whole shall be automatically renewed from year to year after December 31, 2028, unless either party hereto shall notify the other in writing, by August 31, 2028 that it desires to terminate or modify this agreement. In the event that such notice is given, negotiations shall begin no later than September 31, 2028. This agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this agreement is provided to the other party. IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of May 2025.

FOR THE CITY

FOR THE UNION




Reggie Freeman
Mayor



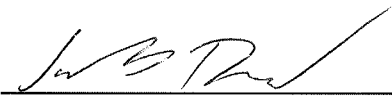
Justin Bergen
President L929

Date: 5/19/25

Date: 5/18/2025



Mark Rothert
City Administrator



Jacob Reed
Vice President L929

Date: 5-19-25

Date: 5/18/2025

APPENDIX A

FIREFIGHTER WAGE SCALE

	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR
1-Jan-25	\$56,031.80	\$60,661.00	\$65,364.27	\$69,993.44	\$74,696.72	\$79,325.89	\$81,696.06
HOURLY RATE	\$20.45	\$22.15	\$23.86	\$25.55	\$27.27	\$28.96	\$29.83
1-Jan-26	\$57,852.84	\$62,632.48	\$67,488.61	\$72,268.23	\$77,124.36	\$81,903.98	\$84,351.18
HOURLY RATE	\$21.12	\$22.87	\$24.64	\$26.38	\$28.15	\$29.90	\$30.80
1-Jan-27	\$59,733.05	\$64,668.03	\$69,681.99	\$74,616.95	\$79,630.90	\$84,565.86	\$87,092.59
HOURLY RATE	\$21.80	\$23.61	\$25.44	\$27.24	\$29.07	\$30.87	\$31.80
1-Jan-28	\$61,674.38	\$66,769.75	\$71,946.65	\$77,042.00	\$82,218.91	\$87,314.25	\$89,923.10
HOURLY RATE	\$22.51	\$24.38	\$26.26	\$28.13	\$30.01	\$31.88	\$32.83

	11TH YEAR	16TH YEAR	21ST YEAR	26TH YEAR
1-Jan-25	\$83,732.90	\$85,251.28	\$86,769.66	\$87,917.70
HOURLY RATE	\$30.57	\$31.13	\$31.68	\$32.10
1-Jan-26	\$86,454.23	\$88,021.95	\$89,589.67	\$90,775.02
HOURLY RATE	\$31.57	\$32.14	\$32.71	\$33.14
1-Jan-27	\$89,263.98	\$90,882.66	\$92,501.34	\$93,725.21
HOURLY RATE	\$32.59	\$33.19	\$33.77	\$34.22
1-Jan-28	\$92,165.06	\$93,836.35	\$95,507.63	\$96,771.28
HOURLY RATE	\$33.65	\$34.26	\$34.87	\$35.33

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

FIREFIGHTER III/ADVANCED TECHNICIAN FIREFIGHTER PAY
(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

April 25, 2011	\$2,191.20
Hourly Rate	\$0.80

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

April 25, 2011 (ATP Implemented)	\$1,807.74
Hourly Rate	\$0.66
April 25, 2011 (ATP Non Implemented)	\$2,054.25
Hourly Rate	\$0.75

EMT - A, B, & I PAY

(AMOUNT TO BE ADDED TO FIREFIGHTER WAGE SCALE)

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

ENGINEER PAY

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

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

LIEUTENANTS PAY

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

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

CAPTAINS PAY

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

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

OUT OF RANK PAY

(AMOUNT TO BE ADDED TO WAGE SCALE FOR HOURS WORKED OUT OF RANK)

Move Up	Rate	OT Rate
Firefighter to Engineer	\$0.73	\$1.10
Firefighter to Lieutenant	\$1.46	\$2.19
Engineer to Lieutenant	\$0.73	\$1.10
Lieutenant to Battalion Chief	\$1.46	\$2.19
Captain to Battalion Chief up to and including 7th	\$0.73	\$1.10
Captain to Battalion Chief beginning with the 8th	\$1.46	\$2.19

**APPENDIX B
COST OF LIVING ALLOWANCE**

Section 1.

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

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

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

EFFECTIVE DATE OF ADJUSTMENT

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

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

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

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

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

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

COST OF LIVING ALLOWANCE TO BE APPLIED TO HOURLY RATES

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

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

APPENDIX C
LETTER OF INTENT

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

APPENDIX D
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 maintain 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 $\frac{3}{4}$ 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 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 a 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 comprised 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 representative 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 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 only be 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 agree 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 govern 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.

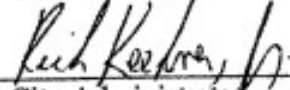
In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is

determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

APPENDIX E

SIGNATURES

CITY OF EAST MOLINE



City Administrator

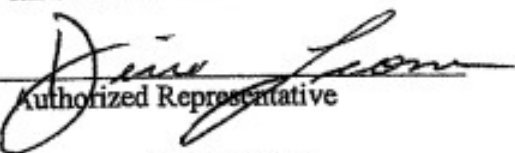
Date **May 1, 2008**



City Attorney

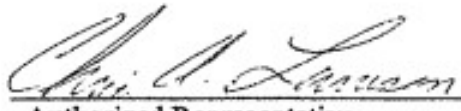
Date **May 1, 2008**

AFSCME Local #1234



Authorized Representative


Date **May 1, 2008**



Authorized Representative

Date **May 1, 2008**

FOP LODGE #96



Authorized Representative

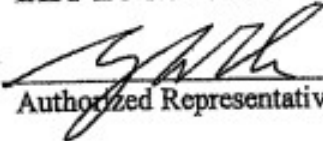
Date **May 1, 2008**



Authorized Representative

Date **May 1, 2008**

IAFF LOCAL #929



Authorized Representative

Date **May 1, 2008**



Authorized Representative

Date **May 1, 2008**