

# Labor Agreement

between

The City of Moline, Illinois

and

The International Association of Firefighters

Local #581

January 1, 2018 - December 31, 2018

# IAFF, LOCAL 581 - LABOR AGREEMENT

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## **ARTICLE I.**

### **PREAMBLE**

This agreement is entered into by and between the City of Moline, Illinois, hereinafter referred to as “employer” or “city”, interchangeably, and Local 581, International Association of Firefighters, hereinafter referred to as the “union” and “employee”, interchangeably. It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours and other conditions of employment.

It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment and to provide the procedure for prompt and peaceful settlement of grievances respecting the terms of this agreement. Nothing in this agreement shall be construed to limit an exclusive representative’s right to exercise its discretion to refuse to process employee grievances that the Union determines to be unmeritorious.

## **ARTICLE II.**

### **RECOGNITION**

The employer voluntarily recognizes the International Association of Firefighters, Local 581, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and certain other conditions of employment for all non-exempt, full-time permanent employees in the position of firefighter/paramedic, fire engineer, fire lieutenant and fire captain, which positions are hereby defined to be and are hereinafter referred to as the bargaining unit. The term “firefighter/paramedic”, wherever it appears in this agreement, shall include individuals designated as firefighter/pre-hospital RN. Positions of fire chief, deputy fire chief and battalion chief expressly are excluded from the bargaining unit. The position of fire inspector (fire marshal) is expressly excluded from the bargaining unit, but said exclusion of the said fire inspector (fire marshal) is conditional upon the following:

- A. The position of fire inspector (fire marshal) will be filled by a member of the unit.
- B. Should it be determined that the performance of a fire inspector (fire marshal) is unsatisfactory, the employee shall be returned to a position within the bargaining unit.
- C. The fire inspector (fire marshal) shall serve a term of one (1) year, subject to reappointment by the fire chief. An employee who has not been reappointed shall return to the bargaining unit.
- D. The City Administrator will have the management right to assign fire code review, interpretation and inspection duties related to plan review, construction, remodeling, rehabilitation and reconstruction of buildings or structures to the fire inspector (fire marshal) or other qualified building inspection officials outside the bargaining unit.

## **ARTICLE III.**

### **DUES CHECK-OFF AND FAIR SHARE DEDUCTIONS**

**Union Dues Check-off.** Union dues check-off shall be as hereafter set out:

1. The city and the union shall, as to present authorizations, meet and verify social security and city employee numbers for those involved. The city shall notify employees that the present authorizations are subject to the terms of the agreement.
2. As to new employees, dues authorization notices must be filed with the city. Such authorizations will be effective the first full pay period occurring at least five (5) days after receipt of said authorization. The city shall specify who is to receive such authorizations.
3. Amounts deducted for any pay period shall be in accordance with written notice furnished by the union to the city at least fifteen (15) days before such pay period. Notice by letter from the union shall be deemed sufficient.
4. An employee covered by this agreement may revoke a previously executed dues authorization notice by executing a revocation notice, which revocation notice shall be effective commencing with the first payroll occurring at least five (5) days after receipt.
5. The city shall provide on the tenth (10<sup>th</sup>) day of each month to the union business agent, the amount withheld by the city under this section in the previous month along with the names of employees for whom there is still on file a valid dues authorization notice.
6. The union shall indemnify and hold the city harmless from any and all claim of liability or loss arising out of the union's actions taken pursuant to this article. The union shall also bear the cost of defending against any such claim or loss.
7. The city shall indemnify and hold the union harmless from any and all claim of liability or loss arising out of the city's actions in violation of this article. The city shall also bear the cost of defending against any such claim or loss.

#### **Fair Share Deductions.**

8. Employees covered by this agreement, who are not members of the union paying dues by voluntary payroll deduction, shall be required to pay to the union, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with 5 ILCS 315/1 and the employees constitutional status as public employees. The fair share payment, as certified by the union, shall be deducted by the city from the earnings of the non-member employees and shall be remitted monthly to the union at the address designated in writing by said union to the city. The union shall advise the city of

any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members. The requirements of this paragraph shall be subject to the following:

- a. Religious Exemption. Should any employee be unable to pay their contribution to the union based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such amount equal to the employee's fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the union. If the union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the union that such payment has been made.
- b. Notice and Appeal Rights. No later than thirty (30) days prior to the first deduction of a fair share fee from any employee's paycheck, the union shall provide notice to all employees, who are not union members, of the expenditures for which fair share payers are charged and those for which they are not charged together with an explanation of the manner in which the fee is calculated and the manner in which the fee may be appealed. Within five (5) days of the execution of this agreement, the city shall provide the union with a current list of all employees covered by this agreement who have not executed dues check-off authorizations and shall include their home addresses on said list.
- c. Minimum Voluntary Support. The fair share deduction shall only be made from the earnings of any employee covered by this agreement during those periods of time throughout the term of this agreement that the union maintains dues check-off authorizations from more than fifty percent (50%) of the non-probationary employees in the bargaining unit. In the event that the dues paying membership of the union is fifty percent (50%) or less of the non-probationary employees in the bargaining unit, no such deductions shall be made unless and until the greater than fifty percent (50%) requirement is met.
- d. Indemnification. The union shall indemnify, defend and hold the city harmless against any claim, demand, suit or liability, including attorney fees, costs and the reasonable expenses of defense arising from any action taken by the city in complying with this article.

#### **ARTICLE IV.**

#### **DISCRIMINATION**

The parties to this agreement agree not to discriminate against any employee, applicant and probationary employee because of race, color, creed, sex, national origin, marital status, sexual orientation, religion and handicap not related to ability.

**ARTICLE V.**

**DISCRIMINATION FOR UNION ACTIVITY**

There shall be no discrimination, interference, restraint or coercion by the employer or supervisors against any employee, applicant or probationary employee for their activity on behalf of or membership in the union or anti-union activity. There shall be no discrimination, interference, restraint or coercion by the union or any of its officers or members against any applicant, probationary employee or employee for their activity for or against the union or another union. The union shall share equally with the city the responsibility for applying the provisions of this section, which responsibility includes fair representation of non-members and other responsibilities as a bargaining agent.

**ARTICLE VI.**

**MANAGEMENT RIGHTS**

The city shall retain the sole right and authority to operate and direct the affairs of the city and fire department in all its various aspects, including, but not limited to, all rights and authority exercised by the city prior to the execution of this agreement, except as modified in the agreement. Among the rights retained is the city's right to determine its mission and set standards for services offered to the public; to direct the working forces; to plan, direct, control and determine the operations and services to be conducted in and by the fire department or by the employees of the city; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge employees for just cause or to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; and to change methods, equipment or facilities.

**ARTICLE VII.**

**BULLETIN BOARD USAGE**

- A. The city, at its own expense, shall place one bulletin board in each fire station.
- B. The location of said bulletin board is subject to the approval of the fire chief. The board shall be used only for the following subjects: union recreational, social and related news bulletins, notice of union meetings, information concerning union elections or the results thereof, reports of official business of the union including reports of committees or other sub-organizational units, any other official union written material.
- C. Prior to posting, material described above shall be dated and initialed by the authorized union representative. Removal of posting shall be in the presence of a supervisor.

**ARTICLE VIII.**

**LABOR MANAGEMENT COMMITTEE**

There shall be a labor management committee consisting of the union executive board and the fire chief and at least two (2) additional employer representatives. The committee shall meet on

the request of either party and at least once every three (3) months to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the union and the employer.

## **ARTICLE IX.**

### **GRIEVANCE PROCEDURE**

- A. Any dispute between the union and the city involving the interpretation, application or alleged violation of this agreement shall be resolved in accordance with the provisions of this article. This article shall not apply to promotions, lay-offs, recalls, returns, reductions in force and those provisions in Article XIV that are under the jurisdiction of the Board of Fire and Police Commissioners.
- B. The grievance shall follow the procedures set out below:
- Step 1: The grievance may be presented orally to the supervisor or acting supervisor by the grievant or by the union on behalf of the grievant during working time. Grievance settlements at Step 1 shall not be precedent setting.
- Step 2: If the grievance is not settled in the first step, the union or the grievant shall present the grievance to a deputy or battalion chief, in writing, within ten (10) calendar days after the event occurred or failed to occur or the conditions or circumstances came into existence which gave rise to the grievance. The deputy or battalion chief shall answer the grievance, in writing, within ten (10) calendar days of receipt of the grievance.
- Step 3: If the grievance is not settled in the second step, the union or the grievant shall present the grievance to the chief, in writing, within ten (10) calendar days after the Step 2 answer is due. The chief, or chief's designee shall answer the grievance within ten (10) calendar days of receipt of the grievance.
- Step 4: If the grievance is not settled in the third step, the union or the grievant shall present the grievance to the city administrator or the designee of the city administrator within ten (10) calendar days after the Step 3 answer is due. The city administrator or the person designated by the city administrator shall meet with the union and the grievant within ten (10) calendar days to schedule a formal meeting date to hear the grievance. The grievance meeting date and the meeting shall be held within ten (10) calendar days of submission of the grievance to Step 4. The city administrator or designee shall issue a decision within ten (10) calendar days of the hearing date.
- Step 5: If the grievance is not settled in the fourth step, either party (the city or the union) shall have the right to request arbitration within ten (10) calendar days of when the Step 4 answer is due by giving notice, in writing, to the other party and requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The panel of seven (7) arbitrators shall also be certified by the National Academy of Arbitrators. The parties shall alternately strike names with the order of striking from the panel determined

by a coin flip. Each party reserves the right to strike the entire panel once and only once. The city and the union shall notify the arbitrator by letter, executed by both parties. The rules of procedure governing the arbitration shall be the rules and regulations of the Federal Mediation and Conciliation Service and so far as they do not conflict with an expressed provision herein. The parties shall bear their expenses of arbitration. The city will pay for a hearing transcript if requested by the arbitrator and the union shall pay for a copy if desired. Otherwise, the party desiring a transcript shall pay for it and the other party shall only pay for its copy. Any decision of the arbitrator shall be final and binding upon the parties and shall be implemented within thirty (30) calendar days of the decision.

- Step 6: During the time, if any, between ten (10) calendar days after the arbitrator is selected and ten (10) calendar days prior to the arbitration hearing, either party may require, by reasonable written notice, the other party to participate in a conciliation meeting. If conciliation is not reached in the meeting, the parties shall attempt to reduce to writing a stipulation of facts and issues to be submitted to the arbitrator.
- C. Either party may request that an issue raised in Steps 1, 2 or 3 of the grievance procedure be submitted as an issue, provided the appropriateness or inappropriateness of a penalty or action mandatorily called for by the agreement, a management right, matters not constituting a breach or alleged violation of the agreement or other matters expressly excluded from the grievance process by the agreement, shall not be submitted to arbitration. The arbitrator's decision shall expressly be confined to the concise issues properly submitted for arbitration and the arbitrator shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the arbitrator's determination. Further, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement or any amendment thereto.
- D. In case of a grievance involving any continuing or other monetary claim against the city, no award shall be made by the arbitrator which shall allow any alleged accruals for more than seven (7) calendar days prior to the date when such grievance shall have first been presented in writing and in no case prior to the date of execution of this agreement. If either party breaches Article XXXVII, that party's right to file a grievance ceases. This provision shall not affect, however, any arbitration proceeding, which was properly commenced prior to the breach of Article XXXVII. Grievances filed prior to the date of this agreement being signed shall be governed by the procedures of this article or any steps not completed.
- E. A written grievance will not be processed unless the grievance is filed on a form as contained in Exhibit A attached hereto and sets forth: (1) what provisions of the agreement have been violated; (2) what the relevant facts relied upon are; (3) why the response in the previous step, if any, has been unsatisfactory; and (4) what relief is being requested by the grievant.
- F. Time limits should be strictly adhered to by both parties, unless extensions are mutually agreed upon at any step. No grievance shall be entertained or processed unless it is

submitted within the time set forth hereinabove. If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not presented to the succeeding grievance step within the specified time limit or within any extension to which a written consent is filed, it shall be considered settled on the basis of the city's last answer. If the city does not answer a grievance to any step within the time limit specified, the grievance shall be deemed denied at that step and the union may immediately proceed to process the grievance at the next step.

- G. All agreements between the union and the city under this article shall be final and binding on the city, the union and aggrieved employees; except if the aggrieved employee does not request union assistance, the union shall not be bound by any agreement which results.

## **ARTICLE X.**

### **SENIORITY**

- A. Seniority will be the basis for reduction, lay-off, recall, return, shift change and resolving disputes in the scheduling of leave as hereinafter set out. Seniority shall refer to and be defined as the continuous length of service or full-time employment from the last date of hire with the City in a classification covered by this Agreement.
- B. New employees shall serve a probationary period of not less than one (1) year. Said probationary period may be extended for longer than one (1) year for periods of injury or illness leaves, including duty related leave, in excess of 30 calendar days, and/or upon successful completion of required certifications based on Article XII, Paragraph B.2. During the probationary period there shall be no responsibility on the part of the City for continued employment of the new employee and during said period, the city may, at its option, assign, transfer or dismiss any probationary employee without question since probationary employees have no seniority. The probationary employee shall be an "at-will" employee and shall have no expectancy of continued employment.
- C. When the probationary period is completed, seniority shall date back to the employee's date of hire, as set forth in the provisions in Paragraph A. of this Article.
- D. If two or more employees have the same seniority date, their relative positions on the seniority list shall be designated in writing at the time they are placed on the seniority list and said relative position shall be determined by their weighted scores on the eligibility register.
- E. At the beginning of the fiscal year and quarterly thereafter, the city shall post a seniority list setting forth the seniority of each employee in the unit.
- F. An employee appointed or promoted to any non-unit position in the city shall maintain and accumulate seniority. Employees so appointed or promoted may be returned to the unit at their prior rank within six (6) months of their appointment or promotion on the basis of inability to perform work assigned.

G. Seniority shall be terminated and employment ceased when:

1. An employee quits by: (a) notice to the city; (b) remaining away from work for one (1) normal shift without notice to the city of a satisfactory reason, which notice shall be given to the city by the beginning of the employee's next regularly scheduled shift; (c) failing to abide by the city's present residency requirements when actively at work and on sickness or disability leaves; or (d) failing to report for work after the end of a formal leave of absence or after notification of cancellation of a leave of absence. (If an employee's seniority is terminated for failure to give such notice or to so report, they shall be notified of such termination by registered mail and a copy of said notice shall be given to the union business agent.)
2. An employee is discharged for just cause and the decision is not reversed through the appeal procedure.
3. An employee retires in accordance with Article XIII, Paragraph A.; provided, however, that if any employee retires on total and permanent disability pension and is later determined to have recovered and is re-employed, their seniority will be restored as though they had been on a leave of absence.
4. An employee fails to apply in writing for work within thirty (30) calendar days upon notice of recall by certified, return receipt requested mail to the last address on city record or thereafter fails to submit a required physical examination at city cost to determine physical ability prior to employment.
5. An employee is laid off for a period of time equal to the employee's seniority at the time the lay-off began or a period of twenty-four (24) months, whichever is less.

H. The Board of Fire and Police Commissioners shall have the duty to lay off employees of the fire department and follow the procedure contained herein rather than those contained in 65 ILCS 5/10-2.1-18 and amendments thereto.

1. A lay-off shall be necessary when the force of the fire department is reduced, when positions are displaced because an employee of the force is being returned to active duty from disability or when a position is abolished either as a reorganization of the department or other reason.
2. Seniority and rank shall prevail for all lay-offs and the employees reduced in rank or removed from the service of the fire department shall be considered furloughed without pay; however, in no event shall any employee be reduced more than one (1) rank in a reduction of force. Employees with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which employees will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the employee is to be reduced and the time spent at any higher rank or position in the department. For purposes of determining which employees in the lowest rank or position shall be

removed from the department in the event of a layoff, the employee with the least seniority shall be first so removed and laid off.

3. When any position which was vacated because of the reason stated in Paragraph H. 1. above is reinstated, the Board of Fire and Police Commissioners shall notify those employees furloughed without pay by registered mail of such reinstatement of positions and such notified employees shall have prior right to such positions if otherwise qualified and in all cases, seniority shall prevail.
4. Written application for such reinstated position must be made by the furloughed person within thirty (30) days after notification has been provided as above and such person may be required to submit to an examination by physicians of both the Board of Fire and Police Commissioners and the Fire Pension Board to determine physical fitness and ability of said person.
5. In a case of displacement of position because an employee of the fire department is returned to active duty from disability, the Board of Fire and Police Commissioners is hereby authorized to withhold lay-off and if necessary, exceed the authorized strength of the department or any position within the department for a period not to exceed ninety (90) calendar days. If a vacancy for the position displaced fails to occur within said ninety (90) day period, the Board of Fire and Police Commissioners shall follow the procedure set forth in Paragraphs H. 1. and 2. above.

## **ARTICLE XI.**

### **LATERAL TRANSFERS**

In the event of a job opening which should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

1. All positions to be filled by lateral transfer shall be announced by a bulletin which shall be posted at convenient locations accessible to all employees for a period of at least ten (10) days. Such position shall be considered open for expression of preference within this ten (10) day period.
2. The fire chief reserves the right to assign any employee to the open position; however, the fire chief shall be required to give due consideration to all written expressions of preference.
3. In the event of a lateral transfer from one shift to another, the affected employee shall be given ten (10) days notice by the employer, excluding a temporary fill-in situation. Voluntary transfers may be implemented without the ten (10) day notice with the mutual agreement of the employees involved in the transfer. Previously scheduled vacations may be affected, depending on availability of open vacation slots. Previously scheduled vacation will remain as scheduled in the case of involuntary transfer. Pursuant to this Article, the initial transfer resulting from a bargaining unit appointment/promotion shall be considered involuntary in nature.

A deadline of October 31 will be established for voluntary lateral transfer requests. Voluntary lateral transfers will take effect at the earliest opportunity after January 1 of the following year. The chief or the chief's designee reserves the right to allow transfers on a case by case basis throughout the year.

4. In the event of a lateral transfer from one station to another, the affected employee shall be given ten (10) days notice by the employer, excluding a temporary fill-in situation. Voluntary transfers may be implemented without the ten (10) day notice with the mutual agreement of the employees involved in the transfer. Previously scheduled vacations shall not be affected.
5. Employees shall be assigned to fire stations on their assigned shifts based on preference and disputes shall be resolved based on seniority with the most senior employee being given preference. Employees may rotate within the stations on a voluntary basis. The city has the right to assign paramedics to ambulances and to emergency service duty as required regardless of seniority. Assignments shall be made as follows:
  - a. Shift assignments shall not be made by using "mini lottos" or "individual rank shift bids".
  - b. A shift bid shall take place on the affected shifts when a promotion occurs or there is a department restructure which includes an increase or decrease in authorized union positions or the fire chief permanently assigns an employee to another shift or the employee performing the duties of fire inspector (fire marshal) is returned to the bargaining unit.
  - c. This system in no way erodes, reduces, changes or minimizes the right of the fire chief, or chief's designee to assign personnel to specific shifts or to specific stations for the good and welfare of the department in the chief's, or chief's designee's discretion.
6. The chief, or chief's designee shall have the right to make assignments for retraining and/or for employee evaluation subsequent to disciplinary action or promotion; the employee(s) so involved shall be furnished written notice of assignment, the cause therefore and the duration of such assignment. Openings so directed shall be filled as provided in the above paragraph.

## **ARTICLE XII.**

### **CONTINUING CONDITIONS OF EMPLOYMENT**

- A. Residency as required by C.24 of the *Moline Code of Ordinances*, paramedic license and fire certification shall be considered continuing conditions of employment and the Board of Fire and Police Commissioners may make physical and medical conditions a continuing condition of employment.
- B. Under Paragraphs 1. and 2. below, employees hired prior to July 1, 1978, are grandfathered from the provisions thereof. Therefore, the following shall apply:

1. The Board of Fire and Police Commissioners shall not appoint any individual to regular employment as a firefighter before said individual has been certified by the State of Illinois as a firefighter II/firefighter basic, having successfully completed an approved training course provided in the Illinois Fire Protection Act. Said certification must be obtained by the appointee within the appointee's probationary period.
  2. Paramedic/Pre-Hospital RN license as a condition of employment is governed by the following:
    - a. The Board of Fire and Police Commissioners shall not appoint any individual to regular employment as a firefighter before said individual has been licensed by the State of Illinois and Project Medical Director as a paramedic/pre-hospital RN. Said license must be obtained by the appointee within the appointee's probationary period.
    - b. Paramedic/Pre-Hospital RN license recognized by the State of Illinois shall be considered a continuing condition of employment for firefighters at the end of their probationary period. Paramedic/Pre-Hospital RN license shall be required for as long as the employee holds the rank of firefighter or until the employee is given the regular assignment of firefighter/engineer or promoted or if relieved of this requirement in writing by the fire chief. Employees required to maintain paramedic/pre-hospital RN licenses shall receive paramedic license pay under Article XX(B); employees who voluntarily maintain their paramedic/pre-hospital RN license shall not be entitled to pay, benefits, leave or training related to such license. However, voluntary participation in paramedic training may be allowed at the discretion of the Chief.
    - c. Any employee required to be licensed shall be subject to non-disciplinary discharge, provided, however, that the city provided an opportunity to receive the necessary training.
- C. The board may establish minimum medical and physical standards as a continuing condition of employment, provided the city establishes a committee composed of three (3) members of the union, one (1) member of the board, the chief or the chief's designee, the city administrator or the city administrator's designee and the loss control manager, to work with a panel of doctors to recommend and report to the board on proposed physical and medical standards. The board will adopt standards recommended by the committee; however, it retains the right to adopt its own standards should the committee fail to recommend standards within a reasonable time. When the board adopts standards and those standards become a continuing condition of employment, all employees on that day shall be given a physical and medical examination at city cost. Any physical condition or treatable medical problem noted during said examination for an employee shall be grandfathered to the extent recorded in that examination.

## **ARTICLE XIII.**

### **RETIREMENT AND RETIREMENT PLAN**

- A. **Retirement Defined.** An employee “retires”, as distinguished from other quitting, when the employee accepts a pension.
- B. **Retirement Plan Generally.** The pension of eligible employees in the bargaining unit shall be according to the laws of the state and the United States. A summary of the fire pension plan shall be made available to employees upon request.
- C. **Deferred Compensation Plan.** Any employee in the bargaining unit may defer compensation from the city by electing to do so in writing. Employees electing to defer compensation shall do so by entering into a written contract. Said contract shall be executed on behalf of the city by the mayor. No deferred compensation plan shall be permitted which does not possess a ruling from the Internal Revenue Service that the deferred compensation is not subject to income tax in the year earned, but is subject to income tax only upon distribution. Any recognized plan meeting all the qualifications set forth in 40 ILCS 5/24-101 and any amendments thereto may be chosen by an employee unless the city, by special ordinance, shall limit its participation into a particular plan.
- D. The City of Moline shall not contribute or make any additional payments to or on behalf of its employees because of this section, but shall make all contributions and payments on behalf of its employees as required by statute.

## **ARTICLE XIV.**

### **DISCIPLINE AND DISCHARGE**

Except for disputes or differences of opinion relating to suspensions or discharge for just cause, discipline shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedure. Suspensions or discharge shall be for just cause and may be subject to the grievance and arbitration provisions of Article IX at the discretion of the union and involved employee. Grievances concerning discharge and suspensions shall be filed at Step 3 of the grievance procedure within ten (10) calendar days after the employee is notified of discharge or suspension. The city and the union agree the grievance and arbitration procedures in Article IX and the hearing process by the Board of Fire and Police Commissioners of the City of Moline are mutually exclusive and no relief shall be available under the grievance processing and arbitration procedures for any action heard before the Board of Fire and Police Commissioners of the City of Moline. The city and the union agree that the pursuit of a grievance shall act as a specific waiver by the union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners of the City of Moline and a form containing such a waiver shall be executed by the union and the involved employee before arbitration may be invoked under arbitration procedures of Article IX. Employees initially seeking review by the Board of Fire and Police Commissioners of the City of Moline who subsequently elect to file a grievance within the appropriate time limit may only do so prior to any hearing before the Board of Fire and Police Commissioners of the City of Moline. Employees filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board of Fire and Police Commissioners of the City of Moline. In no case shall oral or

written reprimands be used in calculating an appropriate disciplinary penalty for some new proven cause if an employee has not been the subject of discipline for a period of equal to or greater than four (4) years.

## **ARTICLE XV.**

### **CLASSIFICATION, POSITION, JOB DESCRIPTION & PAY GRADE**

- A. Classification System. The city currently has on file in the Human Resources Office a classification system for employees covered by this agreement and all said employees are assigned a position within said classification system and a pay grade therefore and each position has a job description. The union agrees that, as of the date of execution hereof, each position, classification, job description and pay grade are properly allocated therein in accordance with Exhibit B hereto.
- B. New Classifications. The rate of compensation of any new classification introduced into the unit shall be negotiated and grievable.
- C. Procedure for Review of Improperly Allocated Position. An employee having facts which leads the employee to believe that the employee has been improperly classified because of changes in duties occurring after the date of execution hereof may submit same at the Step 3 grievance procedure; however, said grievance must be submitted within fifteen (15) working days after a change in the duties has been made. Should any response of said grievance procedure constitute a reallocation of position, no change in pay resulting therefrom shall be effective before the date the grievance was formally filed.
- D. Union Notification. The union shall be notified of any new classification or position created by the city.

## **ARTICLE XVI.**

### **HOURS OF WORK**

- A. Effective January 1, 2017, the average normal workweek shall be fifty-three (53) hours for all employees, except for the training officer. The workweek shall consist of a 24 hour on duty day followed by 48 hours off. The hourly rate shall be determined by dividing the employee's annual salary by 2,756 annual hours. The chief scheduling an average of 6.75 unpaid Kelly Days per employee per year shall accomplish such hourly reduction. The Chief shall assign such Kelly Days so that members of the bargaining unit shall receive one (1) Kelly Day every 18th shift, not to exceed an average of 6.75 Kelly Days per one (1) calendar year

Trades. Once assigned such Kelly Days shall be fully tradable in 24-hour shift day increments among members of the bargaining unit on their assigned shift in accordance with Paragraph D. Trading Kelly Days shall not create overtime. Kelly days shall occupy not more than 1 of the 3 slots under Article XXVIII Paragraph D of this agreement.

- B. Time and one-half the employee's regular rate of pay shall be paid for all authorized time worked in excess of twenty-four (24) hours in a workday for those employees assigned to twenty-four (24) hours shifts. Employees assigned to a forty (40) hour work week which includes, but is not limited to training officer and public education coordinator, will be paid time and one-half the employee's regular rate of pay for all authorized time worked in excess of forty (40) hours in a work week. The city shall maintain an overtime roster which shall run from January 1 to December 31 and shall be zeroed every January 1<sup>st</sup>.
1. In calling in overtime, it will be necessary to note which employee's absence created the need for overtime and to call in the classification that person was scheduled to fill that day. For the purpose of calling in overtime, employees filling the three (3) allotted leave slots shall not be considered as creating overtime. Only for the purpose of compiling the overtime roster, overtime shall be rounded to the nearest hour worked. Such rounding shall not affect the overtime pay itself.
  2. In order to determine which employee's absence created the need for overtime, the person accepting the call for "leave" (preferably the captain or lieutenant positions) will note the date and time the call was received. The latest call received is the position to be filled, if that position drops that shift under the minimum staffing clause.
  3. Overtime shall be offered to the most senior employee with the least overtime hours within the classification to be filled. Overtime does not have to be offered to an employee already committed to another department assignment such as overtime, training, education, state testing, etc.
  4. Overtime shall be offered in the classification where the vacancy occurs unless all employees are unavailable; in such instance, overtime shall be offered in the next lower classification in the same manner. If no employee in the classification affected or at the next lower classification accepts the overtime, the city shall have the right to assign overtime to the least senior person contacted in the classification affected.
  5. If employees are on duty, sick leave, other paid leave, have a signed trade-time form or do not answer their telephone, they will not be charged with a refusal; otherwise, employees will be charged with a refusal and their account on the roster shall be charged with the number of hours worked.
  6. Employees during their initial probationary period as a new hire shall not be entitled to overtime call-in.
  7. When probationary employees receive their permanent appointment, they will be moved onto the overtime board and assigned one (1) hour less than the employee having the least number of hours in this classification.
  8. There shall be an overtime roster maintained daily with notations to be made for every occasion in which overtime is offered. Errors in posting shall be subject to the grievance procedure. Failure to follow this Paragraph B. shall be remedied by offering the aggrieved employee the next overtime opportunity for which they are eligible.

9. The overtime board and book shall be maintained according to past practice and this article.
  10. An employee who has been on an extended medical or disability leave who returns to service shall be placed back onto the overtime board with the same hours which the employee had prior to the leave.
- C. “Need for overtime” shall mean that under the minimum staffing provisions of this agreement, there is a need to fill a vacancy in one of the ranks and the rank needed to be filled shall be determined by the order of notification of absence. An overtime opportunity created by the absence of an employee serving in a “working out of class” capacity shall be filled by offering overtime to employees as provided in Paragraph B.
- D. Trading is permitted with the prior consent of the employer as long as the trade is purely voluntary on the part of the employee. Employees may pay other employees to work for them in compliance with the Fair Labor Standards Act and the employer shall have no duty to enforce time trading.
- E. The employer agrees to comply with the provisions of the Fair Labor Standards Act and the relevant Department of Labor rules as currently enacted or hereinafter amended so long as the same shall be in effect. Pursuant to said agreement and as long as said act and said rules permit, the city shall comply with the following:
1. Establish a twenty-seven (27) day work period. This work period should commence on April 15, 1986, and run consecutively thereafter.
  2. Personnel that exceed the maximum of 204 hours actually worked (as defined by the FLSA) per 27-day period will be compensated at the rate of one and one-half (1-1/2) times their regular pay for all hours in excess of 204.
  3. The city reserves the right to utilize any exclusions written into the Fair Labor Standards Act.
  4. Payment of overtime monies owed will be included in the check covering the pay period in which the twenty-seven (27) day work period ends.
- F. An employee who reports to work and is assigned shift starting time (temporary or scheduled) shall be guaranteed the minimum of two (2) hours actually worked, unless the employee was notified not to so report or a public announcement was made at least one (1) hour before the starting time.

If the chief or the chief’s designee determines at the time of reporting for overtime that the employee is no longer needed, then the employee shall have the option of working the two (2) hours or declining the overtime assignment and forfeiting any overtime pay. This section shall not apply to employees who are held over or come in prior to the start of their shift.

- G. Employees who are required to work after leaving their regular shift shall be paid at the rate of one and one-half (1-1/2) times for at least a minimum of two (2) hours. This section shall not apply to employees who are held over or come in prior to the start of their shift.

## **ARTICLE XVII.**

### **WAGES AND OTHER COMPENSATION**

- A. On the first full payroll period beginning on or after January 1, 2018, the minimum and maximum rates of each classification, excluding the F14-Tier 1 classification, shown on page 1 of Exhibit C shall be increased 2.50% as shown on page 2 of Exhibit C and all employees' rates shall receive a 2.50% across the board general wage increase (GWI). The minimum annual rate for the F14-Tier 1 classification shall be figured by subtracting \$5,000 from the minimum annual rate of the F14-Tier 2 classification, as shown in Exhibit C. The maximum rates for the F14-Tier 1 classification shall be the same as the maximum rates of the F14-Tier 2 classification.
- B. Payrolls. Payrolls shall be on a biweekly basis and payday shall be the Friday following the end of each payroll period. (First workday prior to Friday, if Friday is a holiday.) Bargaining unit employees may participate in the City optional direct deposit payroll program.
- C. Anniversary/Promotion Pay.
1. When employees are promoted to a position in a higher grade, their salary or wage shall be increased to the greater of (1) the minimum rate of pay of the higher pay classification or, (2) in the case of engineers a percentage increase of 5.0%, for lieutenants a percentage increase of 6.5% and for captains a percentage increase of 8.5% added to the employees' rate of pay immediately prior to the promotion. For purposes of anniversary date increases, the date an employee is promoted will become the employee's new anniversary date.
  2. The wage of each employee shall be reviewed annually by the department head for the purpose of determining which employees shall receive anniversary date increases. All the personnel records, tardiness, performance and length of service shall be considered in making recommendations, with major emphasis being placed on the evaluation of service rendered. After said review, the department head shall file with the Human Resources Office a Personnel Action Report (PAR) for each employee who has performed satisfactory service. All employees with a satisfactory rating are entitled on their anniversary date of employment to receive an amount equal to a 2.25% wage increase, not to exceed the maximum of the pay range. Unsatisfactory ratings shall prevent or delay, in the designation of the department head, any annual increase except that employees who were hired prior to January 1, 2004 shall not have their anniversary increase denied or delayed on their 9th, 14th, 19th and 24th anniversary date of employment with the City. Except in unusual cases, no employee shall be entitled to more than one annual increase each calendar year. Denial of anniversary increases will be subject to appeal through the grievance procedure. Employees whose wage rates are at or exceed the top of their pay range shall be eligible on their anniversary

date to receive a lump sum payment equal to 1.5% of the top rate of their pay range. If an employee's anniversary increase would result in the employee's wage rate exceeding the maximum rate for the classification, then the excess amount over the maximum rate shall be paid in a lump sum.

3. Upon completion of probation and receipt of full-time regular appointment, firefighters and paramedics/pre-hospital RNs shall first be brought up to the minimum of the F14-Tier 2 pay classification shown on Exhibit C and then shall be eligible for their first anniversary date increase. The date of permanent appointment shall be considered the anniversary date for purposes of future anniversary date payments in that grade. It is further agreed that, if the city is unable or fails to provide the opportunity for training necessary to obtain firefighter II/firefighter basic certification by the end of the two (2) years from the date of probationary appointment and extends probationary appointment because of said failure or inability and subsequent thereto, the probationary firefighter/paramedic/pre-hospital RN becomes certified and permanently appointed; any anniversary date payment granted shall be commensurate with the anniversary date payment the employee would have attained if the employee had been permanently appointed on the first anniversary of probationary appointment.

(See attached Exhibit C - Pages 1-2)

- D. Implementation of Condrey Classification and Compensation Plan. Each employee shall be assigned to a pay range having a minimum and maximum rate as shown on Exhibit C. Current employees with more than one year of service shall be assigned a pay rate between the minimum and maximum of their classification.
- E. Retroactive Pay - Wages and promotions and anniversary increases under this article shall be retroactive to the first full pay period beginning on or after January 1, 2018. Such payment shall be made only to those employed as of the date of execution and, in addition, those who retire during the retroactive period.

## **ARTICLE XVIII.**

### **WORKING OUT OF CLASS**

Effective the date of signing this labor agreement by both parties, when an employee in the bargaining unit is assigned to a higher classification, the employee will be paid four and one-half percent (4-1/2%) above the employee's regular rate of pay for every hour worked.

Working out of class assignments shall not be offered to probationary engineers, probationary lieutenants and probationary captains.

## **ARTICLE XIX.**

### **UNIFORM ALLOWANCE**

Each employee shall receive a uniform allowance at the rate of \$400.00 per fiscal year, which shall be payable bi-annually in the amount of \$200.00 on or before July 1 and the remaining \$200.00 on or before January 1, except as to probationary employees, the first semi-annual

payment occurring after probationary appointment shall be pro rata on the basis of the number of shifts worked from the date of probationary appointment to the date of semi-annual payment divided by 61 shifts. Uniform allowance is subject to the following:

1. The city will provide and replace, as needed through damage and fair wear and tear, each employee engaged in fire fighting duties with at least the following: one (1) fire helmet and face shield; one (1) turn-out coat and liner; one (1) pair bunker pants with boots; two (2) pair of gloves; one (1) Nomex hood. Approved boots purchased by an individual for duty wear will only be reimbursed for replacement at a cost the department would normally pay for department issued boots.
2. The city will replace or repair clothing, equipment and personal equipment, such as prescription eye glasses and watches that are damaged, lost or destroyed in the performance of duties provided the chief or the chief's designee is notified in writing of such loss, damage or destruction and the reasons and circumstances surrounding same before leaving duty on the day of the occurrence.
3. The city will provide all required patches.
4. Employees shall be required to wear the regular uniform while on duty and be required to appear for inspection up to three (3) times per fiscal year at the discretion of the chief. (Occasions such as funerals, parades, etc., shall not be counted as a permitted call for inspection.) Each employee shall have two complete uniforms; one that is being worn and the other in the employee's locker. If the spare uniform is not in the employee's locker, the employee is to provide a logical explanation as to why not, such as damage in a recent event, soiled working on the vehicles, and then, produce a uniform at the next opportunity.
5. In the event the city changes uniforms and the cost to the employee exceeds the \$400.00 annual allowance in any twelve (12) month period, the union may re-open this article for the purpose of negotiating who will pay the excess cost. In the event of impasse, the dispute shall be resolved in accordance with the impasse procedures of Section 16.14 of the Illinois Public Labor Relations Act.

In the event that Nomex duty uniforms shall be mandated by law or required by the city, then in that event, either party may re-open this agreement for purposes of re-negotiating the uniform allowance upon thirty (30) days written notice from one party to the other party. In the event that the parties cannot reach an agreement on the issue of Nomex duty uniforms, then in that event, the dispute shall be settled by the dispute resolution procedures established for protective service employees under 5 ILCS 315/14.

## **ARTICLE XX.**

### **SPECIAL DUTY PAY**

#### **A. EMS Coordinator.**

1. The fire chief may assign any licensed paramedic/pre-hospital RN the duties of EMS coordinator and may remove said duties from any person once assigned and reassign

another licensed paramedic/pre-hospital RN said duties. Said assignment shall be performed during regularly assigned tours of duty and the person so assigned may be relieved of other duties if required to complete the assignment of EMS coordinator. A person performing said assignment shall receive, in addition to all other pay, sixty-dollars (\$60.00) per payroll period. Work performed by the EMS coordinator during off-duty hours shall be considered overtime if said hours qualify as overtime under the FLSA.

2. The EMS coordinator(s) shall serve a term of one (1) year, subject to re-appointment by the fire chief. There shall be a current job description with the duties of the EMS coordinator on file in the Human Resources Office and at the fire department. The EMS coordinator(s) shall remain within the bargaining unit.
- B. License Pay. No employee of the fire department shall receive paramedic pay unless the employee is licensed by the State of Illinois and Project Medical Director as a paramedic/pre-hospital RN. In addition, paramedic pay shall be paid only to commissioned firefighter/paramedics/pre-hospital RNs and those employees in other ranks who are required by the terms of this agreement to maintain their paramedic/pre-hospital RN license. The compensation rate for paramedic/pre-hospital RN license pay shall be fifty-seven dollars (\$57.00) per payroll period.
- C. Station Commander. The Fire Chief may assign to any non-probationary lieutenant or captain currently assigned to a station, the duties of station commander. The Chief may remove said duties from any person once assigned and reassign another lieutenant or captain from that station to perform those duties. A person so assigned shall receive, in addition to all other pay, fifty dollars (\$50.00) per payroll period. The appointment shall be voluntary and shall be based on seniority, provided if no one accepts the appointment, then the Fire Chief shall have the right to appoint any lieutenant or captain as the station commander.
- D. Training Officer. The training officer shall serve a term of one (1) year, subject to reappointment by the fire chief. The training officer shall be paid at the rate of a captain and shall remain in the bargaining unit. The training officer will work a forty (40) hour workweek to be determined by the fire chief to facilitate the needs of the department. The training officer shall be entitled to overtime for hours worked that exceed forty (40) hours per workweek based upon said officer's duties and special skills. The training officer shall not be included in shift overtime or special events overtime.

## **ARTICLE XXI.**

### **PARKING**

The employer shall provide, without cost to the employee on duty, adequate parking spaces at all fire department facilities, fire stations and work sites or within a reasonable distance from said work site. Bargaining unit employees shall be allowed to park in the lot behind central station. No employee shall park more than one (1) vehicle in the lot behind central station.

## **ARTICLE XXII.**

### **TERMINATION PAY**

Employees who leave the service of the city for any reason shall receive all pay which may be due them with the following qualifications:

- A. An employee shall be paid for all earned vacation leave and compensatory time upon leaving city employment for any reason and an employee shall be paid for all accrued vacation leave if the department is notified by employee that the employee will be leaving within the time period stated for resignation.
- B. The rate of pay shall be in all cases except compensatory time, the employee's rate of pay at the time of termination. In the case of compensatory time, the rate of pay shall be the higher of the rate of pay at the time of termination or the average rate of pay over the employee's last three (3) years of service.
- C. Employees who have a debt due and owing to the city at the time of separation shall have their final pay applied against the account and whatever amount may be needed to satisfy it and given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due. This paragraph shall only apply to liquidated debts.
- D. All equipment, protective devices and other property of the city used by the employee shall be turned in to the department head or the department head's delegated authority, in good condition, except for normal wear and tear.
- E. In the case of the death of an employee, the employee's estate shall be paid all payments due the employee.
- F. The city administrator or the city administrator's designee may waive any time limit set hereinabove per agreement between the city and the affected employee. An example of such an occasion is an opportunity to settle a disciplinary matter by accepting resignation instead of continuing discipline.
- G. In order to be considered resigned in good standing, an employee must notify the department head thirty (30) calendar days prior to the date of resignation.
- H. As an alternative to the lump sum payout provided in Paragraphs A. and B. above, an employee may elect to direct the city to retain said funds for the purpose of paying the employee's portion of any continued health insurance coverage for the remainder of the employee's lifetime. Upon the employee's death, any amount remaining shall be paid to the employee's estate.

## **ARTICLE XXIII.**

### **HEALTH BENEFITS AND LIFE INSURANCE**

- A. Health Insurance Program. A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Health Benefit Plan booklet

(hereinafter referred to as “health insurance program”) shall be offered to all permanent employees. The actual plan documents shall be the basis of any final interpretation or eligibility and benefits. Effective January 1, 2018, employees shall pay 20% of the total monthly premium. Refer to Exhibit E. for premium and benefit changes and for premium increases effective on January 1, 2018.

- B. Joint Committee. The city and the union agree that a joint committee composed of one member from the AFSCME Local 1132, one member from the IAFF Local 581, one member from the FOP Lodge 77 and one member of the UAW Local 2232 and an equal number from management shall continue in existence and meet at least quarterly to review the operation of any health insurance program for the purpose of making recommendations, if any, to management concerning improved techniques of operation.
1. Each union shall be entitled to select, by whatever method it chooses, one representative and an alternate from its retiree population in the health insurance program group to attend the meetings of said joint committee as an observer and to address the committee on matters on the committee agenda. Such representative shall not have a vote and the presence of same is not intended to alter the bargaining relationship of the parties in any way whatsoever.
  2. The existence of said joint committee is not intended to relieve the city from any statutory requirements to inform members of the bargaining unit of their rights and duties under the health insurance program, the obligation to supply upon request information to the exclusive representation concerning the health insurance program or to take the place of informational meetings with the bargaining unit of its retirees.
- C. Continuation of Benefits While on Leave (or Lay-off). The city shall continue benefits under group health insurance as set forth above while an employee is on paid leave. When an employee is on leave without pay or lay-off for periods greater than the period ending on the last day of the calendar month in which the leave or lay-off began, the employee shall be responsible for maintenance of a conversion coverage during such periods.
- D. Continuation of Coverage After Retirement. The city will pay the employer’s share of the health insurance premiums of the City of Moline’s group health insurance program for retired employees aged 55 to 65 (police and fire, aged 50 to 65) and for those employees who are on a disability pension at any age. Employees retiring as deferred pensioners as defined in 215 ILCS 5/367g may participate, along with dependents, in the city’s health insurance program, but completely at their own cost until the month in which the employee attains the age of fifty (50) years, at which time the city will pay for the employee’s participation in accordance with the schedule of rates herein. However, the city shall not pay the health insurance premium for those retired who are eligible to be covered by another health insurance program due to subsequent employment. Furthermore, the city shall require the retired or disabled employee to file a statement annually indicating that the employee is not eligible through employment with another employer to be covered by another health insurance program. If a retiree, once eligible, becomes ineligible to be covered by another health insurance program or leaves such other employment, that retiree shall be allowed coverage under the city’s group health

insurance program at the then bargained for rate for said retiree's coverage type and age category.

However, any coverage under said group health insurance shall be such that Medicare shall be the primary coverage.

Any employee who retires on or prior to April 1, 1988, shall have the right to choose the following coverage options under the health insurance program:

1. Medical and prescription drug coverage.
2. Medical, prescription drug, dental and vision coverage.

However, the retired employee and all of the retired employee's dependents must have the same coverage. The rates for said coverage and the respective contributors are as shown on Exhibit E.

The city and the union agree that any employee having retired on or prior to April 1, 1988, shall be allowed to continue with the coverage options elected on or prior to April 1, 1988, unless said coverage terminates and is then re-instituted as provided in this Paragraph D., in which case the employee will be treated as if the employee had retired after April 1, 1988.

Retired employees, for purposes of this article, include only those having eight (8) years of service or more at the time of retirement.

Retiree insurance premiums shall be subject to being increased at the same time as premiums are increased for active employees, provided that such increases shall not be greater than the percentage of any increased cost for current employees for single coverage and current employees for dependent coverage.

- E. IRC 125 Plan. The city shall maintain its current flexible benefit plans under IRC Section 125. An employee who elects to participate in any of the above plans shall have the option of funding same in one or all of the following manners: (1) payroll deduction in an amount divisible evenly by 24 which shall be deducted from the first and second paychecks each month or (2) designation of earnings upon which pension is not based, if permissible.
- F. Other Health and Welfare Benefit Plans. The city shall afford and provide all other health and benefit plans required by law of the City of Moline. Any such plan permitted by state law, but not required by home rule municipalities, shall not be included within the meaning of this provision.
- G. Duration of Benefits. Subject only to the city's duty to bargain, the benefits provided for in this article are guaranteed only for the term of the agreement and the city does not assume any liability hereunder other than to maintain the health benefit plan in force for the duration of the agreement. No reduction in benefits or increase in employee costs shall occur during the negotiation process up to and including arbitration.

## ARTICLE XXIV.

### SICK LEAVE

- A. Sick Leave. Employees in the bargaining unit shall have the following sick leave and shall accrue the following sick leave:
1. Sick Leave Bank. The execution hereof shall not affect sick leave bank authorized on the date of execution and accumulated sick leave on the date of execution hereof shall constitute an employee's sick leave bank.
  2. Sick Leave Accrual. Employees in the bargaining unit, excluding those working a 40-hour workweek, shall be entitled to and shall accrue from and after the date of execution hereof, the following sick leave per month: employees shall be entitled to and shall accrue 5.216 hours of sick leave per payroll period.
  3. Limits on 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 [less than thirty (30) days in duration] for all scheduled hours worked during said period. If an employee is not at work or is not on paid leave status or not on military leave [less than thirty (30) days in duration] 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 and not on paid leave status and not on military leave [less than thirty (30) days in duration] bear to one hundred six (106) hours.
- B. Use of Sick Leave. Accumulated sick leave may be taken for the employee's sickness or injury or for that of a dependent member of the employee's household or for the medical, dental or ocular treatment or examination of employee or of a dependent member of the employee's household or for emergency situations involving less than twenty-four (24) hours use. When sick leave is used, the actual number of hours used due to sickness shall be subtracted from the employee's sick leave, but in no case shall the time charged be less than one (1) hour.
- C. Notification for Sick Leave. The fire chief shall require an employee covered by this agreement to comply with the following notification rules:
1. The employee shall notify the department of use of sick leave as soon as practical, but in no case later than one (1) full hour prior to the beginning of an employee's normal workday.
  2. Said notification shall go to an officer or acting officer at central fire station or to the department head and if none of these persons are available for notification, the employee as a last resort shall notify the emergency center dispatcher. This notification rule shall be followed unless the department head posts a different order at the job site and provides a copy of said posting to the union.
- D. Proof Required for Sick Leave Use. When an employee is absent for more than forty-eight (48) consecutive work hours on account of sickness or injury, the employee shall, upon request by the Fire Chief, be required to furnish proof of sickness or injury by submitting, upon return to work, a doctor's certificate, which certificate shall set forth

that the employee has been under a physician's care from a specified date for a specified condition and a statement that the employee is released from medical treatment and/or is capable of returning to work at the first possible date. In the case of sickness or injury to a dependent member of the employee's household, that the dependent member is under a physician's care from a specified date for a specific condition and a statement that an adult caretaker's presence was desirable for said dependent member's care.

- E. Abuse of Sick Leave. When there appears, in the sole discretion of the fire chief, to be an abuse of this section by an employee, the fire chief may require a physician's certificate similar to that required in D. above for any subsequent absences occurring within one (1) year after written notification by the fire chief that the employee appears to have abused sick leave. The physician's certificate required herein shall be as provided upon return to work for all subsequent absences. Failure to provide such certificate shall be grounds for denial of sick leave and other appropriate disciplinary action.
- F. Accumulated Sick Leave as Termination Benefits. The estate of any employee covered by this labor agreement will be subject to receipt of one hundred percent (100%) of the employee's accumulated sick leave upon death while employed by the City of Moline. Any employee covered by this labor agreement and meeting minimum eligibility requirements under the Moline Fire Fighters Pension Plan and who has less than twenty-five (25) years of service will be eligible to convert twenty-five percent (25%) of the employee's accumulated sick leave into the City of Moline retiree health benefits savings account. Any employee covered by this labor agreement and meeting minimum eligibility requirements under the Moline Fire Fighters Pension Plan and who has twenty-five (25) or more years of service will be eligible to convert fifty percent (50%) of the employee's accumulated sick leave into the City of Moline retiree health benefits savings account.
- G. Definitions. For purposes of this article, the following terms shall have the meaning ascribed to them.
1. Abuse of sick leave may mean any instance where an employee attempts to use accumulated sick leave for a purpose not set forth in Paragraph B. above, fails to provide a physician's certificate as required in Paragraphs D. or E. above or fails to provide proper notification as set out in Paragraph C. above.
  2. Emergency situations shall mean those events over which an employee has no control or could not be foreseen as to occurrence or time of occurrence and which requires the immediate presence of an employee.
- H. Sick Leave Incentive. For employees with seven (7) years of seniority or more as of January 1, any sick leave hours accrued during a fiscal year in excess of 67.2 hours may at the option of the employee be placed in the employee's accumulated sick leave bank or scheduled as vacation leave during the following fiscal year. The employee, in order to elect the vacation option, must submit, in writing, to the fire chief or the chief's designee, said election on or before the end of the second full payroll period after January 1. No employee may request scheduling of vacation hours created by said election pursuant to Article XXVIII of this agreement until after the election has been submitted in writing.

- I. Sick Leave Use for Educational Opportunities. In addition to the above benefits, an employee may use sick leave for educational opportunities provided as set forth in Article XXX, Paragraph C, provided said employee has notified the chief or the chief's designee no later than noon of the third day immediately preceding the day for which an entire workday of twenty-four (24) hours of such leave is requested. Requests for less than an entire workday must be made on the third day immediately preceding the day for which such leave is requested and no later than noon; such leave must be requested in one-hour increments. Sick leave requested for educational purposes shall be granted provided the request does not create the need for known overtime when it is requested. Such leave shall occupy one of the three available leave slots for bargaining unit employees and shall be based on seniority.
- J. Employees Working a Forty-Hour Workweek. When an employee's regular schedule changes from a shift workweek (a 24 hour on duty day followed by 48 hours off) to a 40-hour workweek, said employee's sick leave hours shall be converted by multiplying all accrued, unused sick leave hours by conversion rate #1. Conversion rate #1 shall be calculated by dividing 2,080 by the total annual hours worked by employees on shift (a 24 hour on duty day followed by 48 hours off).

For example, if the total annual hours worked by employees on shift (a 24 hour duty day followed by 48 hours off) was 2,756 hours, then conversion rate #1 would be 0.7547.

When an employee's regular schedule changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee's sick leave hours shall be converted by multiplying all accrued, unused sick leave hours by conversion rate #2. Conversion rate #2 shall be calculated by dividing the total annual hours worked by employees on shift (a 24 hour on duty day followed by 48 hours off) by 2,080.

For example, if the total annual hours worked by employees on shift (a 24 hour duty day followed by 48 hours off) was 2,756 hours, then conversion rate #2 would be 1.3250.

An employee regularly assigned to work a 40-hour workweek shall be entitled to accrue twelve (12) days of sick leave per year, accrued on the basis of 3.693 hours per payroll period.

## ARTICLE XXV.

### DUTY DISABILITY LEAVE

- A. Entitlement. Any employee injured or becoming sick in the line of duty, including illness from smoke inhalation, gas or chlorine fumes, etc., shall be entitled to all net pay including benefits for a period not to exceed 365 days during which said employee is disabled as a result of said injury or sickness.
- B. Application. Application for such duty disability leave shall be in writing whenever possible to the fire chief and/or one of the battalion chiefs within ten (10) days from the time the employee knew or should have known of the condition giving rise to the disability claim. Employee need not so notify the city if the employee has been

hospitalized by reason of such disability and the employee's department head knew or should have known of such hospitalization. The employee shall submit satisfactory certification of the employee's duty disability by a physician's certificate. Failure to make application within the required time period shall result in the loss of right to duty disability leave and sick leave for said disability or condition. The city, however, reserves the right to have the loss control manager make a determination of all claims for duty disability leave.

- C. Use. Duty disability leave shall be taken in lieu of sick leave and shall not reduce the accumulated sick leave.
- D. Workers Compensation. Duty disability leave shall be in lieu of benefits pursuant to the Illinois Workers Compensation Act and Illinois Workers Occupational Diseases Act.
- E. Subrogation of Claim Against Third Parties. Acceptance of duty disability leave constitutes the subrogation of any claim said employee may have against any third party on account of said injury or sickness to the same extent as is provided by law for workers' compensation and pension. Any time an employee's efforts result in recovery for the city, the city shall be required to share on a pro rata basis the legal expenses. An employee may not refuse to sign any notice of subrogation as a condition of receiving duty disability leave, said notice being attached hereto as Exhibit D.
- F. Definitions.
  1. The term "working day", as used herein, means the normal working day associated with said employee's normal workweek at the time said injury or sickness occurred.
  2. The term "net pay", as used herein, means the gross pay the employee would have received in this position at the time of injury or sickness minus all Federal Insurance Contributions Act taxes, taxes withheld under state or local income or earning tax acts and taxes withheld pursuant to 26 USC Sec. 3401, et seq. as based upon the number of exemptions claimed on the employee's State of Illinois Department of Revenue Form IL-W-4 and the employee's share of any pension contributions.
- G. Accumulation of Benefits. While an employee is on duty disability leave, the employee's seniority benefit shall continue including the employee's health insurance, sick leave and vacation leave.
- H. Workers Compensation. An employee shall be entitled to all benefits provided by the Workers Compensation Act of the State of Illinois for any injury occurring in the line of duty and shall be entitled to any occupational disease benefits under the Occupational Disease Act of the State of Illinois, except during the period the employee receives duty disability leave. The city, however, reserves all rights and defenses afforded the city under said act and shall be entitled to a credit for any payments made under this duty disability leave.

## ARTICLE XXVI.

### NON-DUTY DISABILITY

- A. Non-probationary employees, who are absent because of sickness or disability due to a cause not related to the employee's employment, shall use accumulated sick leave and unused vacation leave. Should an employee continue to be absent for a number of days greater than accumulated sick leave and unused vacation leave because of such causes, said employee shall be granted a leave of absence upon written request to the fire chief. Should said absence continue beyond the leave of absence granted, the employee shall be terminated.
- B. Claims for sick leave under Paragraph A. above are subject to the same limitations as imposed by the provisions on sick leave contained in this agreement. In addition to said limitations, the fire chief shall have the right to require an employee who has informed the chief of the employee's non-work related sickness or disability and who continues to work to obtain a doctor's certificate that the employee is capable of performing the tasks required of the employee without danger to the employee's health or in the case of a pregnant female, without danger to the employee's health and the fetus's health, when the fire chief has reason to believe that the employee's performance is being adversely affected by the employee's condition. If the employee cannot provide such certificate within a reasonable time, the fire chief can require the employee to take the accrued rights provided in this provision and upon the employee's refusal to do so, may dismiss the employee.
- C. Employees who require and make application for leave of absence under Paragraph A. above shall be granted leave of absence without pay for a maximum of one (1) year and shall be required to submit once per month medical evidence that the employee is still disabled or sick.
- D. An employee resigned or terminated under Paragraphs A. and B. above shall be exempt from testing, other than medical examination, and shall be given preference in hiring for a vacancy in a position of same or lower grade for a period of one (1) year after the date of termination or resignation. Appointment under this provision, however, shall require written finding by the department head that said employee meets the current qualifications for the position for which preference is claimed.
- E. Pregnancy and pregnancy-related disabilities are non-work related sickness or disability. A pregnant employee shall inform their department head of their condition within two (2) weeks after obtaining knowledge of such condition. An employee requesting vacation time or leave of absence without pay shall make request at least one (1) month prior to said leave. An employee expecting to use accumulated sick leave for a period longer than the period of sick leave accruing for one year's employment, shall notify their department head of such expectation at the time they submit the doctor's certificate required by Paragraph B. above.
- F. Employees who are on sick leave or vacation leave under this article shall be allowed to trade time with other employees during their disability. The employer shall have no duty to enforce the terms of any such trade.

## **ARTICLE XXVII.**

### **ASSIGNMENT DURING DISABILITY (LIGHT DUTY)**

- A. Employees may be assigned to a less strenuous position outside the unit upon a physician's instruction that the employee is able to perform light duty. Any employee assigned to a less strenuous position due to health or disability shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to their normally assigned position. Such assignment, pursuant to this article, shall not exceed ninety (90) calendar days. An employee shall be allowed to take paid time off during such assignment.
  
- B. It is further agreed that the city will make every effort to assign such light duty in fire-related activities; however, in the city's sole discretion, if no such assignment is available, the city retains the right to assign any light duty available. An employee may decline light duty outside of fire service.

## **ARTICLE XXVIII.**

### **VACATION LEAVE**

- A. Vacation Accrual. All personnel covered by this agreement, excluding those working a 40-hour workweek, shall accrue paid vacation leave as follows:
  - 1. For those with one (1) year or less of employment, the accrual shall be fifty-six (56) hours per year.
  - 2. For those with more than one (1) year, but five (5) years or less of employment, the accrual shall be one hundred twelve (112) hours per year.
  - 3. For those with more than five (5) years, but nine (9) years or less of employment, the accrual shall be one hundred forty (140) hours per year.
  - 4. For those with more than nine (9) years, but thirteen (13) years or less of employment, the accrual shall be one hundred sixty-eight (168) hours per year.
  - 5. For those with more than thirteen (13) years, but seventeen (17) years or less of employment, the accrual shall be one hundred ninety-six (196) hours per year.
  - 6. For those with more than seventeen (17) years, but twenty-one (21) years or less of employment, the accrual shall be two hundred twenty-four (224) hours per year.
  - 7. For those with more than twenty-one (21) years, but twenty-five (25) years or less of employment, the accrual shall be two hundred fifty-two (252) hours per year.
  - 8. For those with more than twenty-five (25) years, but twenty-nine (29) years or less of employment, the accrual shall be two hundred eighty (280) hours per year.
  - 9. For those with more than twenty-nine (29) years of employment, the accrual shall be three hundred ten (310) hours per year.

10. The bi-weekly accrual rate shall be determined by dividing the above hours by twenty-six (26).
  11. Any fractional day of vacation leave accrual existing on the anniversary date or at termination of an employee shall be rounded to the next full hour.
  12. Upon taking vacation leave, the amount taken shall be deducted from that earned.
  13. In order to accrue the full vacation leave in any payroll period, an employee must work or be on paid leave status or on military leave [less the thirty (30) days in duration] for all scheduled hours of work during said period. If an employee is not at work or on paid leave status or on military leave [less than thirty (30) days in duration] for all scheduled hours of work during that payroll period, the employee's vacation accrual during said payroll period shall be reduced by the same percentage that the hours not at work and not on paid leave status and not on military leave [less than thirty (30) days in duration] bears to one hundred six (106) hours.
- B. The Use of Vacation Leave. The accrual of vacation leave shall be for the purpose of determining the amount of termination pay an employee with seniority is entitled to under this agreement. An employee shall not be entitled to take paid vacation leave as it accrues, but shall only be entitled to take paid vacation leave in an amount that has accrued as of January 1 of each fiscal year.
- C. Vacation Leave, Non-cumulative. Vacation leave shall not be cumulative and an employee shall take vacation leave earned as of January 1 of each fiscal year during that fiscal year; except the department head, at the department head's discretion, may allow earned vacation time to accumulate beyond said one (1) year when the department head finds in writing that said accumulation is in the best interest of the city.
- D. Vacation Scheduling. Vacation leave shall be scheduled in not less than four (4) hour increments and no more than once per day per employee, except for purposes of this paragraph, needs of service shall be construed to not allow more than three (3) employees of the fire department off per shift and to not allow interruption of major training programs, for example, paramedic training.
1. "Same day vacation request" is defined as any vacation and/or compensatory time requested after 12 noon on the third day immediately preceding the shift for which vacation is being requested. These requests can be made for the entire 24-hour shift or in four hour increments.
  2. For purposes of approving or denying "same day vacation requests", "same day sick leave" may occupy one (1) open slot.
- E. Vacation Leave Payment. Earned vacation leave shall be compensated at the rate in effect at the time the employee takes the vacation.
- F. Employees Working a Forty-Hour Workweek. When an employee's regular schedule changes from a shift workweek (a 24 hour on duty day followed by 48 hours off) to a 40-

hour workweek, said employee's vacation leave hours shall be converted by multiplying all accrued, unused vacation leave hours by conversion rate #1. Conversion rate #1 shall be calculated by dividing 2,080 by the total annual hours worked by employees on shift (a 24 hour on duty day followed by 48 hours off).

For example, if the total annual hours worked by employees on shift (a 24 hour duty day followed by 48 hours off) was 2,756 hours, then conversion rate #1 would be 0.7547.

When an employee's regular schedule changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee's vacation leave hours shall be converted by multiplying all accrued, unused vacation leave hours by conversion rate #2. Conversion rate #2 shall be calculated by dividing the total annual hours worked by employees on shift (a 24 hour on duty day followed by 48 hours off) by 2,080.

For example, if the total annual hours worked by employees on shift (a 24 hour duty day followed by 48 hours off) was 2,756 hours, then conversion rate #2 would be 1.3250.

An employee regularly assigned to work a 40-hour workweek shall be entitled to accrue paid vacation leave at the rates referenced in Article XXVIII, Paragraph A. multiplied by conversion rate #1 referenced above.

## **ARTICLE XXIX.**

### **HOLIDAYS**

- A. Calendar Holidays to be Observed with Pay: New Year's Day, Memorial Day (Last Monday in May); the Fourth of July, Labor Day (First Monday in September), Veteran's Day, Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving day (Friday after Thanksgiving), the 24<sup>th</sup> day of December and Christmas Day and the last day of December.
- B. Overtime Pay for Holiday Work. Employees required to work on a holiday set forth above shall be paid time and one-half (1-1/2) their regular time for the first twelve (12) hours of the shift commencing on said holiday. This provision, however, shall apply only to a calendar holiday and not to the day the holiday is observed in the fire department.
- C. Compensatory Holiday Time. Employees in the bargaining unit shall receive, in lieu of holidays, five (5) working days off. Said five (5) working days off shall be added to vacation time and scheduled according to the rules for vacation leave.
- D. Probationary Employees. Probationary firefighter/paramedics are excluded from the provisions of this section except Paragraph B. above and except probationary firefighter/paramedics shall receive compensatory time on the following basis: on the January 1 after a firefighter/paramedic's probationary employment, said firefighter/paramedic shall be entitled to compensatory holiday time in an amount determined by counting the number of holidays occurring on or after said probationary firefighter/paramedic's appointment to said January 1 and multiplying said holidays by

5/10<sup>th</sup>s of a day. Said compensatory holiday time shall be scheduled as compensatory holiday time under Paragraph C. above.

- E. Employees Working a Forty-Hour Workweek. When an employee is regularly assigned to work a 40-hour workweek, said employee shall be entitled to holiday leave with pay for not more than eight (8) hours for each of the holidays specified in Article XXIX, Paragraph A. When said employee changes from a 40-hour workweek to a shift workweek (a 24 hour on duty day followed by 48 hours off), said employee shall not be entitled to compensatory holiday time for holidays that the employee has already received holiday pay.

## **ARTICLE XXX.**

### **EDUCATIONAL INCENTIVE AND LEAVE**

- A. The City of Moline shall post training or educational opportunities when notified of availability. The city will select the most senior employee on a rotating basis when selecting personnel for elective educational opportunities, but shall have the right not to select based upon seniority when it determines it is unnecessary or when seniority rotation does not provide an employee whose job assignment or position is not consistent with the educational opportunity available.

The training officer of the fire department shall post notice of said opportunities in each station. Said notice shall contain the following:

1. Title of course.
  2. Location.
  3. Date.
  4. Whether the course is required to perform the duties of classification, remedial or of another type.
- B. If the city requests an employee to take a training or academic course, the city shall compensate the employee as follows:
1. If the course is outside a 75-mile radius from the central station, the city will pay lodging in addition to all necessary travel and meal expenses.
  2. The city shall pay for all tuition.
  3. If the course requires release from the employee's scheduled workday, the employee shall be so released and employees will continue to receive their normal salary or wage.
  4. Whenever the total cost to the city exceeds \$1,000, compensation under Paragraphs 1. and 3. above, reimbursement is contingent upon the employee's agreeing in writing to work for the city for at least twenty-four (24) months after completion of said course

or to repay the city a pro rata share of said total compensation provided under Paragraphs 1. and 3. above (said pro rata share being figured on the basis of one twenty-fourth [1/24] of the total being forgiven for each complete calendar month of service).

- C. If the city does not request an employee with seniority to seek additional education or training, but an employee does so and has the prior written approval of the department head, the city shall reimburse the employee for tuition required by a course of study directly related to or required as a part of a course of study directly related to the employee's job duties. The department head shall determine whether said course has the requisite direct relationship and the department head's decision shall not be subject to review or grievance procedure. Reimbursement shall take place upon proof of payment by said employee and by submission within forty-five (45) days of completion of a certificate of satisfactory completion by the instructor (satisfactory completion shall consist of a C or better or its numerical equivalent) and issuance of state certification where applicable.
- D. Upon completion of the mandatory bi-annual EMT-P refresher, non-probationary employees holding the pay classification of pay grade 14 shall be entitled to 24 hours of compensatory time. This compensatory time is limited to 24 hours every two (2) years. These hours of compensatory time shall be credited to each employee's leave bank in the first full pay period following successful completion of the refresher.

## **ARTICLE XXXI.**

### **MISCELLANEOUS LEAVES**

- A. Bereavement Leave. When death occurs in the immediate family of a full-time employee and the employee attends the funeral or is required to make arrangements therefore, the employee shall be excused and paid for a reasonable amount of time lost from work because of death. An employee assigned to a shift workweek has the option of taking twenty-four (24) hours of leave and an employee assigned to a 40-hour workweek has the option of taking up to three (3) consecutive eight-hour workdays of leave at any reasonable time during the bereavement. For purposes of this article, bereavement is defined as beginning on the day of death and ending at the shift change of the shift beginning on the day after the funeral. For purposes of this article, members of the employee's immediate family shall include the employee's grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, son, daughter, son-in-law, daughter-in-law, step-child, step-father, step-mother, step-brother, step-sister or spouse's grandmother or grandfather.
- B. Court Time.
  - 1. If, as a result of the lawful performance of the employee's duties on behalf of the city (which shall not include actions 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 the employee's scheduled day off or outside the employee's normal workday, such employee shall be compensated as follows:

- a. For each appearance in a day (an appearance may include one or more of cases) a minimum of two (2) hours at one and one-half (1-1/2) times the employee's regular rate of pay, provided such time does not overlap employee's normal workday.
  - b. Any employee appearing pursuant to Paragraph a above at the morning trial call and whose case is not completed by noon recess, shall receive a paid lunch break and shall resume overtime status at the time the court convenes until the employee's 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 the employee works said scheduled workday) shall be paid a minimum of one-half (1/2) hour at one and one-half times (1-1/2) the employee's regular rate of pay and shall be paid at said overtime rate for each fractional tenth of an hour or part thereof over one-half (1/2) 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 provision of this agreement shall apply to court time. Court time paid as provided above shall not count toward the computation of overtime under this agreement.
2. It is agreed that the employees have a responsibility to respond to a subpoena and/or summons when properly issued and served by a court or agency having jurisdiction and power to do so; therefore, when a subpoena and/or summons is received for a matter not resulting from the performance of an employee's duties for the city, the employee shall be released from work to respond to said subpoena and/or summons upon presentation of same to the fire chief or the chief's 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.
- C. Jury Duty Leave. Any employee who is required to serve on a jury during the employee's normal workday shall be given leave with pay. The employee shall be paid though, only the difference between the employee's regular rate of pay and the jury fee received. The employee shall present proof of service and must report immediately for work if the employee is discharged from the jury before the employee's normal workday ends.
- D. Military Leave. Military leave shall be granted in accordance with applicable law.

## **ARTICLE XXXII.**

### **SANITATION, MAINTENANCE AND UPKEEP**

The employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire stations. The employer further agrees to supply all items necessary to maintain satisfactory sanitary conditions in all quarters within all fire stations; however, this will not apply to personal gear such as uniforms, bedding and towels, which items shall be the responsibility of the individual employees. The city shall continue to provide local telephone service at each station at no cost to the employees.

## **ARTICLE XXXIII.**

### **SAFETY**

#### A. In General.

1. Duty to Comply. All reasonable safety rules and practices governing health, safety appliances and devices shall be complied with by the city and employees.
2. Violation of Rules. Employees violating said rules shall be subject to discipline.
3. Inspection. Aside from normal daily inspection by the department head or the designee of the department head, the city may utilize designated safety advisors to investigate and inspect any or all facilities, procedures or practices. Employees will cooperate fully with said designated safety advisors during investigations and inspections, including following any instructions given by said advisors as though work instructions by the department head or designee of the department head.

#### B. Protective Clothing and Devices. The city shall furnish protective clothing and equipment as follows for use by an employee when an employee is required to use such by the city:

1. Gloves. Work gloves issued to an employee under this paragraph shall be free. The employee shall be required to return said pair upon damage or excessive wear or upon termination of employment. In order to obtain a replacement glove or gloves, the employee must return said glove or gloves unless same have been lost or destroyed through no fault of the employee. Failure to return said glove or gloves as required herein will cause the employee to pay the then current cost of such items as are involved.
2. Other Protective Devices. Any and all other protective devices, including non-prescription safety glasses, specialized wearing apparel and other equipment, shall be issued where required for the assignment involved at no cost to the employee, but must be returned by the employee upon completion of the assignment involved. (If temporary, at the end of the temporary assignment; if regular, at the time of transfer, termination or for replacement.) Failure to do so will cause the employee to pay the then current cost of such items as are involved.

3. A portable radio shall accompany each in-service air pack. The city shall have the right to make substitutions for radios based on changes in technology. Employees shall strictly adhere to departmental policy as established by the chief in the operation of radios.
- C. Reporting Accidents, Injuries, etc. Any and all accidents, injuries of whatever kind or severity occurring while at work shall be orally reported to the fire chief or the chief's designee immediately and to the city loss control manager within twenty-four (24) hours in writing on forms provided for the city. The city may require additional reporting by rule or work instruction. Failure to report as required shall be disciplined as failure to perform work instruction and failure to make application for duty disability leave in writing within the time specified and Article XV shall automatically disqualify an employee from sick leave pay and duty disability leave pay.
- D. It is agreed that the union shall cooperate fully in obtaining the compliance of its members with these provisions on safety.
- E. It is agreed that the designated safety advisers of the city will notify the union as of the date and expected time, but not the place or subject, of an investigation and/or inspection by said designated safety advisers. Local safety investigation observer will be released from attendance for the period of investigation or inspection if it would occur during working hours, but such time will be paid. The observer may offer comments to the designated safety adviser during said time, but neither shall act as, nor have the responsibility of, the designated safety advisers.
- F. A departmental safety committee, including at least three (3) members appointed by the union, shall review departmental safety rules, practices and standards. Said committee shall also formulate recommendations as to which positions require protective devices and what protective devices are needed. The fire chief shall retain final authority over said recommendations. Written safety rules shall be reviewed by the safety committee. Written safety rules generally applicable shall be distributed to all employees. Written safety rules applicable only to certain assignments shall be posted in a place conspicuous to said assignments.
- G. Staffing. The city shall assign no less than three (3) employees to each in-service pumper, no less than two (2) employees to each in-service aerial unit, no less than two (2) employees to each in-service ambulance and no less than three (3) employees to each in-service quintuple combination pumper ("Quint"). The minimum daily shift manning shall be maintained at 16 employees. It is understood, however, that emergency situations may require the staffing of a unit on a temporary basis of fewer staff than required or by the use of administrative staff, provided the city takes prompt action to return that unit to its minimum staffing requirement consistent with current practice.

Consistent with its authority under the Municipal Code, 65 ILCS 10.2.1-4, 6.3, the city agrees not to privatize ambulance service or otherwise use a person who has not qualified for regular appointments under the provisions of Division 2.1 as a temporary or permanent substitute for a classified member of the Fire Department.

1. The city reserves the right to determine the number of stations, the total staffing of the department and the number of apparatus used by the department; however, if the city closes a station or stations on a temporary or permanent basis, the following shall apply to any station closing:
  - a. No employee shall suffer a loss of rank or pay as a result of a station closing.
  - b. The city shall assign such an employee to a station where a permanent or temporary vacancy exists in the employee's rank, notwithstanding the provisions of Article XVI, B. or Article XVIII, A.; otherwise, the city shall assign such an employee to whatever duties are available in the fire department.
  - c. Any excesses in the authorized personnel within a classification shall be reduced through attrition rather than a reduction in force within the classification affected.

H. Weather Conditions. The union and the city recognize that they both have an interest in preserving the health and safety of bargaining unit employees. Insofar as it is possible, maintenance, training and other duties that are not of an emergency nature shall not be scheduled when climatic conditions, such as high heat and humidity, low temperatures or wind chills, lightning or severe weather would present a health or safety risk to bargaining unit employees.

In the event that duties must be performed under adverse climatic conditions, it shall be the duty of the company officer to utilize available shelter, personnel rotation and other means to minimize the risks to employees. Disputes will be immediately referred to fire administration and the shift steward.

## **ARTICLE XXXIV.**

### **FREEDOM FROM POLITICAL REPRISAL**

- A. All employees, the union and the city shall abide by the Hatch Act. In addition, no employee shall engage in and neither the city, its supervision nor the union may require or request that an employee perform the following:
1. Soliciting contributions for any political party or candidate or engaging in any political activity during working hours.
  2. Using employee's position with the city to solicit contributions for or on behalf of any political party or candidate.
  3. Securing or attempting to secure in any manner for any person an appointment or advantage in appointment to a position or an increase in pay or other advantage of employment in any such position for the purpose of influencing the vote or political action of that person or for any other consideration.
  4. Soliciting contributions of money or any other thing of value or service to a candidate seeking election or a political party or a candidate's political committee from any

fellow employee and especially any employee who is supervised or has work directed by the soliciting employee.

5. This article shall not be construed to prohibit any employee or group of employees individually or collectively from expressing honest opinions and convictions or from engaging in any political activity permitted by the Hatch Act and from supporting candidates of their choice. Neither the union, employees, the city nor supervision will condone violations of the above.
- B. No employee shall be disciplined or rewarded by reason of the employee's political affiliation, personal contributions or political beliefs by the city or by the union.

## **ARTICLE XXXV.**

### **DISTRIBUTION OF AGREEMENT**

The city shall provide each existing employee and all new employees with a copy of this agreement at city expense. In addition, the city will maintain three (3) copies of this agreement on file with the city clerk for public inspection and provide three (3) copies of this agreement and one computer disc to the union. Should any employee or the union desire more copies, the city will provide additional copies at cost.

## **ARTICLE XXXVI.**

### **CONTRACTING OF PUBLIC WORK**

- A. Policy. It is the policy of the city to make every reasonable effort to utilize its employees to perform work they are qualified to do and to that end, the city will avoid, insofar as it is practicable, the contracting of work performed by the employees in the bargaining unit; however, the city reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other factors.
- B. Application. The city agrees that, upon consideration by a committee of the city council to contract out any work performed by bargaining unit employees, which would cause a reduction of employees within a classification, it shall: provide ninety (90) days advance notice in writing to the union before said committee's recommendation is forwarded to the city council; and meet and confer with the union prior to the city council making a decision to contract for the purpose of discussing the reason for its proposal and for the purpose of discussing any effects upon employees. The city shall provide the opportunity to the affected employees to fill existing, permanent vacancies as set out in Article X.
- C. Past Practice. It is agreed that this article is in no way intended to affect any past practices of the city in contracting out work.

## **ARTICLE XXXVII.**

### **NO STRIKE AND NO LOCK-OUT**

The union and the employees covered by this agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted or discontinued and that to do so would endanger the health, safety and welfare of the inhabitants of the city. Therefore, during the term of this agreement, neither the union nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike or any other interference with the work or statutory functions or obligations of the city. During the term of this agreement, neither the city nor its agents, for any reason, shall authorize, institute, aid or promote any lock-out of employees covered by this agreement.

## **ARTICLE XXXVIII.**

### **MISCELLANEOUS MATTERS**

- A. Employer Award Programs. The city, at its discretion, may institute a program or programs for recognition of good attendance, meritorious service, productivity and improvement suggestions and other areas of outstanding achievement by employees. The program(s) designed shall be within the sole discretion of the city; however, the city will provide the union a copy of any proposed design at least thirty (30) days prior to its proposed effective date and consider union's suggestions relating to said design.
- B. Incompatible Activities. All employees shall abide by state statutes, federal laws and city ordinances governing conflicts of interest and incompatible activities.
- C. Information. The city shall provide the union with copies of city council agendas and public meeting notices as it provides same to the news media. The city may also provide city council bills to the union and the union may receive a copy of any council bill by requesting same from the city clerk. As to any council bill it receives, the union will be required to notify, in writing, the city administrator of any alleged conflict with this agreement prior to the second reading of same, upon which notification the city council will delay the second reading and will meet and confer with the union concerning the alleged conflict.
- D. Residency. The bargaining unit personnel shall live within a radius of twenty (20) miles from the city's emergency center located in Moline at 1630 Eighth Avenue. The city shall not be required to call in employees for emergency overtime who reside more than ten (10) miles from the emergency center.

## **ARTICLE XXXIX.**

### **EFFECT OF AGREEMENT**

- A. The parties agree that during negotiations, which culminated in this agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with

respect to any matter not reserved by law from that right and opportunity. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. During the term of this agreement, these provisions and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this agreement.

- B. All conditions of employment, ordinances, practices and policies in effect covering employees in the bargaining unit established in Article II of this agreement, prior to and at the time this agreement becomes effective, are or can become, by city action, null and void and of no further binding force or effect. This agreement terminates and supersedes all past practices, proposals or counter proposals, agreements, procedures, traditions, ordinances, policies and rules and regulations on all matters covered herein and the interpretation thereof.
- C. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this agreement if not affected by the deleted article, section or clause. The parties shall enter into immediate collective bargaining negotiations as prescribed in the Illinois Public Relations Act, 5ILCS/65 for the purpose of arriving at a mutually satisfactory replacement for such invalidated provisions.
- D. The parties hereto recognize that the city is a home rule unit. Therefore, the provisions of this agreement shall be supreme when same conflict with a city ordinance or a state statute, which is within the city's home rule powers to adopt conflicting provisions thereto. The provisions of this agreement shall not be construed as requiring either party to do anything inconsistent with any state statute which is not within the home rule powers of the city to change or ignore or with any federal law applicable to a municipality or an order or decree of judgment of any court having jurisdiction over the parties.
- E. This agreement constitutes the sole understanding between the parties; and the city shall retain the sole, exclusive and ultimate responsibility for the management and governance of the City of Moline, Illinois.

**ARTICLE XL.**

**PROMOTIONS**

- A. General. Promotions to the ranks of lieutenant and captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act (hereinafter "Act") enacted in 2003, HB1195, 30 ILCS 805/8.27. Except where expressly modified by the terms of this Article, the procedures for promotions will be made in accordance with the provisions of the act. For the purposes of promotions and Fire Department

Classifications, those employees holding the rank of Captain are to be considered one rank below either Deputy Chief or Battalion Chief.

- B. Vacancies/Ranks of Lieutenant and Captain. A vacancy shall be deemed to occur on the date upon which the position is vacated, and on that date, a vacancy shall occur in the ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the City Council.

If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotional eligibility register shall be continued in effect until all positions vacated have been filled, or for a period of up to five (5) 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.

- C. Eligibility. All promotions shall be made from the non-probationary employees (whether serving an initial hire or promotional probationary period) in the next lower rank. Employees not having either a Fire Officer 1 certification or a Fire Science or Fire Service Officer Associates Degree may participate in the promotional process, but will not be eligible for promotion until such time as one of these qualifications has been earned.

- D. Rating Factors and Weights. All examinations shall be impartial and related to those matters which test the candidates' ability to discharge the duties of the position being filled. The placement of employees on promotional eligibility registers shall be based on the points achieved by the employee on the promotional examinations consisting of the following components and weights as specified, provided that final scores will be calculated and rounded out to the hundredths decimal place (two decimal places):

1. **Seniority** Weight 20%

This shall be accomplished by awarding .42 points per each full month from years 11-30 for a maximum of 100 points. The date of the written exam shall be used as the cutoff date for purposes of determining the number of complete months.

2. **Ascertained Merit** Weight 15%

This shall be accomplished by awarding 20 points for each of the following certifications or degrees for a maximum of 100 points:

- a. Fire Officer I
- b. Fire Officer II
- c. Fire Science or Fire Service Officer Associates Degree
- d. Must have completed any one of the three certifications to receive points: all TRT disciplines, Hazardous Materials Technician requirements, or Fire Arson/ Investigator
- e. Bachelor's Degree in any field

The date of the written exam shall be used as the cutoff date for purposes of determining ascertained merit points.

**3. Subjective Evaluation**                      Weight 25%

This will be accomplished by one or a combination of oral interview, assessment center, evaluation, or other type of test or evaluation, as determined by the Chief.

If the Chief elects to conduct oral interviews, the interview panels shall be comprised of the following:

Rank of Lieutenant:

At least two (2) Commissioners, one (1) fire captain, and the Chief, or the Chief's designee.

Rank of Captain:

At least two (2) Commissioners, one (1) deputy chief, and the Chief, or the Chief's designee.

A member of the Human Resources Office will also participate in the interview process as a non-rating member and will act as a moderator and coordinator.

**4. Written Examination**                      Weight 40%

E. Preliminary Scoring of Components. Each of the four (4) components above shall be scored on a scale of 100 points. The component scores shall be reduced by the weighing factors assigned to the component, and the score of all components shall be added to produce a preliminary promotion list score.

F. Veterans Preference Points. A person who is on the preliminary promotion list who is eligible for veterans preference points, may file written application for the applicable points within ten (10) days of the preliminary list being filed. The preference shall be calculated at seven-tenths of one (1) point for each six (6) months or fraction thereof of active military service, not exceeding thirty (30) months (a maximum of 3.5 points for veterans preference). The numerical result thus attained shall be added to the preliminary score to attain the final score for the promotional list. The list shall be ranked highest to lowest and such ranking shall constitute the promotional eligibility register. A copy of the promotional eligibility register shall be posted in each fire station, and copies provided to the union and all candidates.

No person shall receive the preference for a promotional appointment granted by this section after he/she has received one (1) promotion from an eligibility list on which he /she was allowed such preference.

G. Right to Review. The union or any affected employee who believes that an error has been made with respect to the eligibility to take an examination, the examination results, or placement or position on a promotional eligibility register, shall be entitled to a review of the matter by the Board of Fire and Police Commissioners. Any disputes to such matters may be resolved and remedied by filing a grievance as provided in Article IX of the labor agreement, or as otherwise provided by law.

- H. Order of Selection. Whenever a promotion rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting disability retirement pension, or for any other cause, the Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotional eligibility register for that rank, except that the Board of Fire and Police Commissioners shall have right to pass over that candidate and appoint the next highest ranked candidate on the register if the Board has reason to conclude that the highest ranked candidate has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the candidates ability to perform the duties of the promoted rank since the posting of the eligibility register.

If the highest ranked candidate is passed over, the Board of Fire and Police Commissioners shall document its reason for its decision to select the next highest ranked candidate on the eligibility register. Unless the reasons for passing over the highest ranked candidate are not remedial, no candidate who holds the highest ranked position on the eligibility register at the time of the vacancy shall be passed over more than once. Any dispute to the selection of the first or second highest ranked candidate shall be subject to resolution in accordance with the grievance procedure in Article IX of the Labor Agreement.

- I. Maintenance of Promotional Eligibility Registers. Final promotional eligibility registers shall be effective for a period of three (3) years. The employer shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintains in effect current eligibility registers so that promotional vacancies are filled not later than thirty (30) days after the occurrence of the vacancy.
- J. Monitoring. All aspects of the promotional process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with Sections 25, 30, and 50 of the Act.

Two (2) impartial personnel who are not members of the affected department shall be selected to act as observers by the International Association of Firefighters Local #581. The Board of Fire and Police Commissioner may also select two (2) additional impartial observers.

ARTICLE XLI.

TERM OF THE AGREEMENT

This agreement shall be effective January 1, 2018, and shall remain in full force and effect until December 31, 2018. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this agreement, said party must notify the other party in writing at least ninety (90) calendar days before the terminating hereof and present its demands in writing at the time of said negotiation. The parties shall commence negotiations within thirty (30) days after receipt of said notification.

CITY OF MOLINE, ILLINOIS

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 581, AFL-CIO

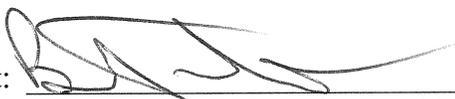
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Steven G. Regenwether, President

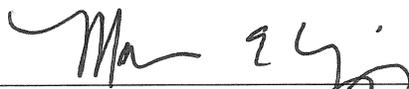
1/9/18  
\_\_\_\_\_  
Date

12-21-17  
\_\_\_\_\_  
Date

Attest: Amy J. Saunders  
*Deputy* City Clerk

Attest:   
\_\_\_\_\_  
Brandon L. Tomlin, Vice President

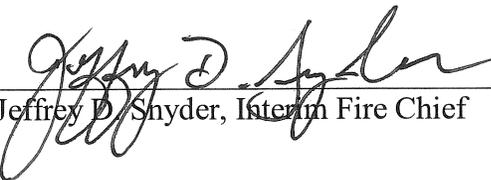
Approved as to form:

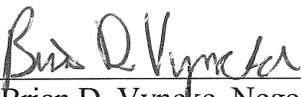
  
\_\_\_\_\_  
Maureen E. Riggs, City Attorney

Negotiating Committees:

  
\_\_\_\_\_  
Douglas K. Maxeiner, Chief Negotiator

  
\_\_\_\_\_  
Steven G. Regenwether, Chief Negotiator

  
\_\_\_\_\_  
Jeffrey D. Snyder, Interim Fire Chief

  
\_\_\_\_\_  
Brian D. Vyncke, Negotiator

Authorized by: Resolution No. 1192-2017

EXHIBITS

**EXHIBIT A - Moline Fire Department and Local 581 Grievance Form**

Grievant: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Grievance No.: \_\_\_\_\_

I. SECTIONS OF THE CONTRACT THAT WERE VIOLATED (may be amended up to Step 3 by union):

\_\_\_\_\_  
\_\_\_\_\_

II. SUBJECT OF THE GRIEVANCE (Please be specific as to the who, what, where, why and when as they relate to the facts of the grievance):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. SUGGESTED CORRECTION (Including make whole):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of grievance committee member: \_\_\_\_\_

Signature of grievant: \_\_\_\_\_

First step: \_\_\_\_\_ Answer: \_\_\_\_\_  
*Date Date*

Second step: \_\_\_\_\_ Answer: \_\_\_\_\_  
*Date Date*

Third step: \_\_\_\_\_ Answer: \_\_\_\_\_  
*Date Date*

Fourth step: \_\_\_\_\_ Answer: \_\_\_\_\_  
*Date Date*

Proposed union step 4 meeting dates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Step 4 meeting date: \_\_\_\_\_

**EXHIBIT B - Fire Department Classifications**

<u>Grade</u>	<u>Position</u>
14 (F14)	Firefighter/Paramedic
16 (F16)	Fire Engineer
18 (F18)	Lieutenant
20 (F20)	Captain

**EXHIBIT C**

Page 1 of 2

**IAFF Pay Plan**

Effective January 8, 2017

2.50% GWI

Grade		Minimum	Maximum
14-Tier 1	A	41,306.65	78,069.49
(F14-Tier 1)	H	14.9879	28.3271
14-Tier 2	A	51,306.52	78,069.49
(F14-Tier 2)	H	18.6163	28.3271
16	A	56,564.42	86,070.71
(F16)	H	20.5241	31.2303
18	A	62,362.77	94,892.94
(F18)	H	22.6280	34.4314
20	A	68,754.76	104,618.86
(F20)	H	24.9473	37.9604

**EXHIBIT C**

Page 2 of 2

**IAFF Pay Plan**

Effective January 7, 2018

2.50% GWI

Grade		Minimum	Maximum
14-Tier 1	A	47,589.23	80,021.29
(F14-Tier 1)	H	17.2675	29.0353
14-Tier 2	A	52,589.17	80,021.29
(F14-Tier 2)	H	19.0817	29.0353
16	A	57,978.52	88,222.59
(F16)	H	21.0372	32.0111
18	A	63,921.84	97,265.30
(F18)	H	23.1937	35.2922
20	A	70,473.68	107,234.31
(F20)	H	25.5710	38.9094

**EXHIBIT D - Subrogation Form**

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

I hereby notify you that on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, I accepted duty disability leave from the City of Moline, Illinois, and thereby subrogated the City of Moline, Illinois, to any lawful claim I may have against you insofar as the City of Moline, Illinois, continued my salary and wages under said duty disability leave and provided me with medical treatment and care under said duty disability leave; and that the City of Moline, Illinois, has been substituted for me and all my rights in and to \_\_\_\_\_ insofar as said rights do not exceed the amount of continuation of salary and wages and medical treatment and care provided by the City of Moline.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

**EXHIBIT E - Health Benefit Plan**

Page 1 of 1

The city shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the city's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

**Effective January 1, 2018**

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 1/1/18</b>
Single - Active	\$454.82	\$113.70	\$568.52
Family - Active	\$1,187.11	\$296.76	\$1,483.87
R <65 >50	\$454.82	\$113.70	\$568.52
R >65	\$0.00	\$296.76	\$296.76
R <50	\$0.00	\$568.52	\$568.52
R <65 >50 & D <65	\$454.82	\$1,029.05	\$1,483.87
R <50 & D <65	\$0.00	\$1,483.87	\$1,483.87
R <65 >50 & D >65	\$454.82	\$410.48	\$865.30
R >65 & D <65	\$0.00	\$1,212.09	\$1,212.09
R & D >65	\$0.00	\$593.55	\$593.55

Effective January 1, 2018, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%. The increase for the New Rate Total effective January 1, 2018 will be 1% over the prior year. At no time will the New Rate Total health insurance premiums paid by IAFF employees and retirees be higher than any other city group.