

# **ILLINOIS FOP LABOR COUNCIL**

---

**and**

## **CITY OF MOLINE**

**Patrol Officers, Sergeants and Lieutenants**

**Labor Council Lodge #77**

**January 1, 2016 – December 31, 2018**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911





# **Memorandum of Understanding**

Between

**The City of Moline, Illinois**

And

**The Illinois Fraternal Order of Police**

**Labor Council Lodge #77**

January 1, 2016 – December 31, 2018

## Memorandum of Understanding FOP, Lodge #77

NOTE: Please refer to the *City of Moline Code of Ordinances*,  
 Chapters 24 and 26,  
 for personnel matters not included in this Memorandum.

## **MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding, dated January 1, 2016, between the City of Moline, Illinois, and the Illinois Fraternal Order of Police Labor Council representing Moline F.O.P. Lodge #77, hereinafter referred to as the council, is as follows:

### **A. COMPENSATION**

1. Base rates for the commissioned members of the police department, other than the chief and captains, shall be set forth on Exhibit A, which rates include a 2.50% across-the-board general wage increase effective the first full pay period beginning on or after January 1, 2016. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
2. On the first full pay period beginning on or after January 1, 2017, there shall be added to the base rates and incorporated into the said base rates, a 2.50% across-the-board general wage increase. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
3. On the first full pay period beginning on or after January 1, 2018, there shall be added to the base rates and incorporated into the said base rates, a 2.50% across-the-board general wage increase. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
4. Payroll shall be on a bi-weekly basis and payday shall be the Friday following the end of each payroll period (the first workday prior to Friday, if Friday is a holiday). Checks shall be distributed at or before 8:00 A.M. on paydays; however, if a holiday occurs during the week the payroll checks are to be distributed, then payroll checks may be distributed on or before noon, if necessary.

Hours worked in excess of 8.5 hours in a workday will be subject to 1.5 times the regular rate of pay. All hours (paid as if worked) will count toward hours worked for purposes of calculating overtime. Officers may choose pay or compensatory time for overtime worked for shift-related duty. Officers may accrue and carry up to 40 hours of regular compensatory time.

For purposes of calculating overtime, the normal workday for officers assigned to a Five-Two work schedule will be 8.5 hours. The payroll period will be a 14-day period of 85 hours per officer on the Five-Two work schedule. The hours worked in excess of 8 hours, up to 8.5 hours, in the payroll period will be compensable at the straight time rate. Officers may choose pay or compensatory time. When an officer utilizes paid Daily Contract Overtime compensatory leave, said leave may be used in quarter-hour increments. Officers assigned to a Five-Two schedule

may accrue a maximum of 80 hours of Daily Contract Overtime, exclusive of the 40 hours reflected above. Any compensatory time accrued in excess of 80 hours of Daily Contract Overtime will be paid.

Compensatory time may be carried over from year to year. Compensatory time may be used in quarter-hour increments. Compensatory time may be used in such blocks as is approved, (i.e., 1, 2, 3, 5, 10-day increments).

The current work schedule for patrol of Five Two/Five Three will be maintained during the term of this Agreement, unless mutually agreed to otherwise. All present terms and conditions surrounding the Five-Two/Five-Three work schedule will be maintained.

5. The wage of each officer or employee shall be reviewed annually by the department head to determine which officers or employees shall receive anniversary increases. All of 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. All employees with a satisfactory rating who are below their pay grade maximum shall receive an anniversary increase of 2.25% added to their base wage. All employees with a satisfactory rating who are at their pay grade maximum shall receive an anniversary lump sum payment equal to 1.5% of the top rate of their pay range. Unsatisfactory rating shall prevent or delay in the designation of the department head an anniversary increase. Except in unusual cases, no officer or employee shall be entitled to more than one anniversary increase each contract year. Denial of anniversary increases will be subject to appeal through the grievance procedure.
6. When an employee is promoted to Police Sergeant, the employee's salary or wage shall be increased to the greater of: (1) the minimum rate of pay of the higher pay grade; or (2) a percentage increase of six and one-half percent (6.5%) added to the employee's rate of pay immediately prior to the promotion.

When an employee is promoted to Police Lieutenant, the employee's salary or wage shall be increased to the greater of: (1) the minimum rate of pay of the higher pay grade; or (2) a percentage increase of eight and one-half percent (8.5%) added to the employee's rate of pay immediately prior to the promotion.

7. Platoon Differential.
  - a. Platoon Hours Defined. A normal workday is divided into three (3) platoons as follows:
    1. First Platoon: 6:00 A.M. to 2:35 P.M.
    2. Second Platoon: 2:00 P.M. to 10:35 P.M.
    3. Third Platoon: 10:00 P.M. to 6:35 A.M.

The City may establish a "Late Beat" for each platoon assigned as follows:

1. First Platoon: 7:00 A.M. to 3:35 P.M.
  2. Second Platoon: 3:00 P.M. to 11:35 P.M.
  3. Third Platoon: 11:00 P.M. to 7:35 A.M.
- b. Any member of the police force assigned to work second or third platoons shall receive additional compensation at the rate of forty-five cents (\$0.45) per hour for third platoon and thirty-five cents (\$0.35) per hour for second platoon.
- c. For platoon differential purposes, an employee working a platoon other than one of the defined platoons, shall be considered working the second platoon, if, and only if, more than 50% of the employee's assigned platoon's work time falls within the second platoon as defined and will be considered to be working a third platoon if, and only if, more than 50% of the employee's assigned platoon's work time falls within the third platoon as defined.

**B. SPECIAL DUTY PAY**

1. Court Time. If, as the result of the lawful performance of 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 officer or employee is subpoenaed as a witness to appear or notified to appear in court or court-related proceedings or before a coroner, on their scheduled day off or outside of their normal workday, such officer or employee shall be compensated as follows:
  - a. For each appearance in a day (an appearance may include one or more cases) a minimum of two (2) hours at one-and-one-half (1-1/2) times their regular rate of pay, provided such time does not overlap the officer's normal workday.
  - b. Any officer or employee appearing under paragraph a. above, at the morning trial call, 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 and until their case or cases are disposed of and the officer or employee is so notified or until the officer or employee is released by the prosecutor for that day.
  - c. When an appearance begins during an officer's or employee's scheduled workday, but extends past the quitting time thereof, the officer or employee (provided they worked said scheduled workday) shall be paid a minimum of one-half (1/2) hour at one-and-one-half (1-1/2) times their regular rate of pay and shall be paid at said overtime for each fractional tenth of an hour or part thereof over one-half (1/2) hour.
  - d. When an appearance falls solely within an officer's or employee's



scheduled workday, the officer or employee shall not receive additional compensation, but shall be excused, of course, for the purpose of making said appearance.

- e. An officer or employee shall reimburse the City from witness fees (not including mileage) an amount equal to pay received hereunder, but not more than the witness fees.
- f. Court time shall be paid exclusively as provided above and no other provision of the personnel code shall apply to court time. Court time paid as provided above shall not count toward the computation of overtime nor shall it be considered time worked or paid within the meaning of any other provision of said personnel code (except B. 1. d. above).

It is agreed that officers and 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 the officer's or employee's duties for the City, the officer or employee shall be released from work to respond to said subpoena and/or summons upon presentation of same to the department head or the delegated authority; but said release shall be without pay or will be charged against the accumulated vacation leave or compensatory time at the option of the officer or employee.

- 2. Uniform Allowance. Non-probationary officers shall receive \$700.00, payable \$350.00 on or before July 1 and \$350.00 on or before January 1 during each fiscal year. The City will provide probationary officers with necessary uniforms which shall remain the property of the City unless and until successful completion of the probationary period. The City will replace or repair clothing, equipment and personal equipment, such as prescription eyeglasses 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 the officer leaves duty on the day of the occurrence.
- 3. Fire Arms Proficiency Payment. Each officer shall be required to qualify upon a firing range with his/her duty pistol by satisfactorily taking the firearms proficiency examination at three (3) month intervals. A qualification score or above is required to remain on paid or active status. A score of Marksman or Sharpshooter entitles an officer to receive, in addition to any regular pay, \$20.00 per month; a score of Expert entitles an officer to an additional \$5.00 per month; and a score of Distinguished Expert entitles an officer to an additional \$5.00 per month. Said payment shall not become a part of the officer's regular pay, shall not be used in computing C.O.L.A. and shall be subject to performance upon the officer's next proficiency test. Payments are to be made on the second payroll of the month.
- 4. Educational Incentive. If the City requests an officer or employee to take a

training or academic course, the City shall compensate the officer or employee as follows:

- a. If the course is outside the Quad Cities proper, the City will pay all necessary travel, meal and lodging expenses.
- b. The City shall pay for all tuition.
- c. If the course requires release from a scheduled workday, the officer or employee shall be so released and will continue to receive their normal salary or wage.
- d. No one shall receive payment for hours spent in class or preparing for class outside their scheduled workday.
- e. Whenever the total cost to the City exceeds \$1,000, compensation under paragraph a. and paragraph c. above is contingent upon the officer's or 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 paragraph a. and paragraph c. 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).

If the City does not request an officer or employee with seniority to seek additional education or training but an officer or employee does so on their own and has the prior written approval of the department head, the City shall reimburse the officer or employee for tuition required by a course of study directly related to or required as part of a course of study directly related to their job duties. The department head shall determine whether said course has the requisite direct relationship and the decision shall not be subject to review or grievance procedure. Reimbursement shall take place upon proof of payment by said officer or 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 grade C or better or its numerical equivalent).

5. Field Training Officer Pay. Police officers within the patrol division shall be designated in writing by the chief as field training officers (FTOs). Such designated officers shall have the responsibility of training and evaluating probationary officers and interns. Beginning April 1, 2001, for such duty, the FTO shall be paid thirty-five dollars (\$35.00) per day for each day that a probationary officer is assigned to the FTO. Beginning January 1, 2002, for such duty, the FTO shall be paid forty dollars (\$40.00) per day for each day that a probationary officer is assigned to the FTO. For training interns the FTO shall be paid fifty dollars (\$50.00) per week for each full week an intern is assigned to the FTO and shall be paid ten dollars (\$10.00) per day for partial weeks of such assignment.



The chief shall assign a probationary officer to a designated FTO commencing with the probationary officer's first full day at work; however, an FTO shall not be entitled to FTO pay for the first six (6) days of such assignment if prior to the probationary employee's attending the academy. In addition, if a designated FTO is absent for two (2) or more days, the chief shall designate, in writing, another FTO, if available. Finally, an FTO is not assigned to a probationary officer or intern while such officer or intern is assigned to the traffic bureau or criminal investigation division.

6. Standby Pay. The chief may assign standby pay as is presently practiced within the department. Officers or employees so assigned shall receive one (1) hour of straight time for each weekday in which standby duty occurs, except that Sunday the standby rate shall be two (2) hours at the straight time rate.
7. Physical Fitness. The City agrees to pay \$200.00 per year towards the cost of clothing, equipment and fitness center membership for employees covered by the terms of this agreement. Payment shall only occur following successful completion of the annual physical standard test. The date of the annual physical standards test shall be determined by a committee appointed by the City and the union.

## **C. HEALTH INSURANCE**

1. Health Insurance Program. A health insurance, prescription drug, dental benefit and vision benefit program (hereinafter referred to as health insurance program), as described in Exhibit B, shall be offered to permanent full-time employees. The employee shall pay 20% of the total monthly premium and the Employer shall pay 80% of the total monthly premium in 2016, 2017 and 2018. The changes in premium cost sharing and overall premium shall be effective and retroactive to January 1, 2016. Refer to Exhibit B for premium and benefit changes and premium increases. Should the employee health insurance fund become insolvent at any time during the term of this contract, then and upon mutual agreement of both parties, this article may be opened for additional negotiations. In the event of impasse, the dispute shall be resolved in accordance with the impasse procedures of Section 14 of the Illinois Public Labor Relations Act.
2. 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 from the UAW, Local 2282 (Library) 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.
  - a. 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.

- b. 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 or its retirees.
3. 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.
4. 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 they are 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 their employment, that retiree shall be allowed coverage under the City's group health insurance program, but 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 retired before April 1, 1988, had the right to choose the following coverage options under the health insurance program:

- a. Medical and prescription drug coverage
- b. 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 shown on Exhibit "B".

The City and the union agree that any employee having retired prior to April 1, 1988, shall be allowed to continue with the coverage options elected prior to April 1, 1988, unless said coverage terminates and is then reinstated as provided in this subparagraph 4., in which case the employee will be treated as if he had retired on or 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 be increased at the same time insurance premiums under this agreement are increased for active employees and their dependents, 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.

5. IRC 125 Plan. Any amounts established under such plans shall be divisible evenly by 24 and shall be deducted twice monthly.
6. 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.
7. 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 Memorandum and the City does not assume any liability hereunder other than to maintain the health benefit plan in force for the duration of the Memorandum. No reduction in benefits or increase in employee costs shall occur during the negotiation process up to and including arbitration.

**D. APPLICABILITY OF THE MOLINE CODE OF ORDINANCES**

This Memorandum of Understanding shall control wages, hours and working conditions of commissioned members of the police department, except for the chief and captains. However, when no matter is addressed by this Memorandum, then Chapter 26, of the *Moline Code of Ordinances* shall control; and then, if no matter is addressed in either this Memorandum or Chapter 26, Chapter 24 of the *Moline Code of Ordinance* shall govern said wages, hours and working conditions of commissioned members of the police department, except for the chief and the captains.

**E. RETIREMENT**

Retirement of commissioned members of the police department, other than the chief and the captains, shall be governed as follows:

1. **Mandatory Retirement.** Personnel shall retire from City duty at the age of seventy (70) years. The date of retirement shall be the last workday of the month in which said 70<sup>th</sup> birthday is attained.
2. **Exceptions.** The City Council may waive this mandatory retirement provision if any of the following provisions exist:
  - a. Extension of duties for each year may be granted upon a determination of the City physician or physician of the City's choice that an officer or employee is physically able to perform their normal duties.
  - b. That a qualified replacement is unavailable.
  - c. That an extension of duties is for the best interests of the City and is recommended by the department head.

**F. DEFERRED COMPENSATION**

1. Any officer or employee, elected or appointed, of the City of Moline may defer compensation from the City by electing to do so in writing.
2. Employees electing to defer compensation shall do so by entering into a written contract, which contract shall be executed on behalf of the City by the mayor.
3. 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.
4. 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 to a particular plan.
5. The City of Moline shall not contribute or make any additional payments to or on behalf of its employees because of paragraphs 1, 2, 3 and 4 above, but shall make all contributions and payments on behalf of its employees as required by statute.

**G. TERMINATION PAY**

Termination pay for commissioned member of the police department, other than the chief and the captains, shall be as follows:

Officers or employees who leave the service of the City for any reason shall receive all pay which may be due them with the following qualifications:

1. An officer or employee shall be paid for all accrued vacation leave.
2. An officer or employee who has a debt due and owing to the City at the time of separation shall have their final pay applied against the account in whatever

amount may be needed to satisfy it and given a receipt for the amount credited. Partial settlement of an account by an application of final pay shall not release an officer or employee from any balance remaining due.

3. All equipment, protective devices and any other property of the City used by the officer or employee shall be turned into the department head or the delegated authority in good condition except for normal wear and tear.
4. In case of the death of an officer or employee, the officer's or employee's estate shall be paid all payments due the officer or employee.

## **H. SENIORITY**

1. Seniority Defined. Seniority shall refer to and be defined as the continuous length of service or employment from the last date of hire with the City in a classification covered by this Agreement. Rank seniority shall be defined as the continuous length of time in a promoted rank from the last date of promotion to that rank.
2. Adjustments and Termination of Seniority. Seniority, to the extent permitted by law, shall be adjusted for individual unpaid leaves or absences. An officer shall have said officer's seniority broken and terminated when said officer:
  - a. Quits, retires or otherwise voluntarily terminates said officer's employment; or,
  - b. Is discharged for just cause;
  - c. Is laid-off for a period of eighteen (18) months; or fails to report to work within fifteen (15) days after having been recalled from such a lay-off; or,
  - d. Is absent for three (3) consecutive scheduled work days without proper notification or authorization (subject to whether the officer was incapacitated and unable to make proper notice); or,
  - e. Fails to immediately report for work at the termination of a leave of absence; or,
3. Probationary Period. All newly hired officers shall serve an eighteen (18) month probationary period from their date of hire. However, if the newly hired officer is already an Illinois certified law enforcement officer, said officer shall serve a twelve (12) month probationary period from his/her date of hire. Probationary officers will receive all contractual benefits not specifically restricted from them during their probationary period. The lay-off, discipline or termination of a probationary officer shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period, officers will be given seniority back to their date of hire, subject to the provisions above.



4. Patrol Shift Bidding. Officers shall be allowed to bid their patrol platoon assignments by seniority. Shift bidding shall be done in the two months preceding the twice annual shift changes. Patrol lieutenants and sergeants will bid their platoon assignments using rank seniority. Probationary officers will be assigned shifts according to the current practice.

## **I. VACATION**

For purposes of vacations only, the workweek is defined as 00:01 hours on Sunday through midnight on Saturday. Vacation and vacation schedule for commissioned members of the police department, except for the chief and the captains, shall be as follows:

1. Vacation Accrual. All personnel covered by this chapter shall accrue paid vacation leave as follows:
  - a. For those with one (1) year or less of employment, the accrual rate shall be as follows:
    - (1) Police patrol section officers working in a regularly scheduled Five-Two/Five-Three schedule: 1.65 hours per payroll period.
    - (2) All other officers: 1.53 hours per payroll period.
  - b. For those with more than one (1) year, but five (5) years or less of employment, the accrual rate shall be as follows:
    - (1) Police patrol section officers working a regularly scheduled Five-Two/Five-Three schedule: 3.30 hours per payroll period.
    - (2) All other officers: 3.07 hours per payroll period.
  - c. For those with more than five (5) years, but nine (9) years or less of employment, the accrual rate shall be as follows:
    - (1) Police patrol section officers working a regularly scheduled Five-Two/Five-Three schedule: 4.29 hours per payroll period.
    - (2) All other officers: 3.99 hours per payroll period.
  - d. For those with more than nine (9) years, but fifteen (15) years or less of employment, the accrual rate shall be as follows:
    - (1) Police patrol section officers working a regularly scheduled Five-Two/Five-Three schedule: 5.94 hours per payroll period.
    - (2) All other officers: 5.53 hours per payroll period.

- e. For those with more than fifteen (15) years, but twenty (20) years or less, the accrual rate shall be as follows:
    - (1) Police patrol section officers working a regularly scheduled Five-Two/Five-Three schedule: 7.59 hours per payroll period.
    - (2) All other officers: 7.07 hours per payroll period.
  - f. For those with more than twenty (20) years, the accrual rate shall be as follows:
    - (1) Police patrol section officers working a regularly scheduled Five-Two/Five-Three schedule: 8.25 hours per payroll period.
    - (2) All other officers: 7.69 hours per payroll period.
  - g. Any fractional hour of vacation leave accrual existing on the anniversary date or at termination of an officer shall be rounded to the next full hour.
  - h. Upon taking vacation leave, the amount taken shall be deducted from that accrued.
  - i. In order to accrue the full vacation leave in any payroll period, an officer must work or be on paid leave status or military leave (less than thirty [30] days in duration) for all scheduled hours of work during said period. If an officer is not at work or on paid leave status or on military leave of less than thirty (30) days in duration for all scheduled hours of work during that payroll period, the officer'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 of less than thirty (30) days in duration bears to 80 hours (85.8 hours for those on a Five-Two/Five-Three schedule).
  - j. The annual vacation leave for which an employee is eligible in any one year may be increased upon the written election of the employee by the conversion of accumulated sick leave. The employee, in order to so elect, must have more than twelve (12) accrued sick days, which equals ninety-six (96) hours; may not convert less than or more than one (1) sick day for one (1) vacation day in any one (1) fiscal year; and may not decrease the employee's accrued sick leave below the base accumulation of twelve (12) days. Scheduling of any such increased vacation leave shall be done only after the determination of the vacation schedule for all other employees in the division or department.
2. Vacation Leave – Non-cumulative. Vacation leave shall not be cumulative and an officer or employee shall not be allowed to accrue vacation leave for a period greater than a two- (2) year accrual. In addition, vacation leave shall not be advanced and no employee may take vacation leave greater than the period

accrued at the beginning of the vacation leave.

3. Vacation Scheduling.

- a. Vacation leave shall be requested by an officer submitting a request in writing for vacation leave to the department head or the department head's designee prior to the first day of April each year.
- b. The department head or department head's designee shall schedule vacations giving due consideration to the officer's request, seniority rights and needs of the department. The department head or department head's designee may require that a minimum number of days of vacation leave be taken at one time. A vacation schedule shall be posted by the department head or the department head's designee at the department's main work site and other major work places on or before April 15 of each year. It is the intent of changing accrued vacation to earned vacation to advance the time which vacation may be taken, but it is not the intent to change the method of scheduling vacation leave.

4. Vacation Leave Payment. Accrued vacation leave shall be compensated at the rate in effect at the time the officer takes vacation.

5. Bonus Day. Officers on a Five-Two/Five-Three schedule shall receive one bonus day each six months in which more than half of the officer's time was so scheduled. Said bonus day shall be scheduled at the convenience of the department.

6. If an officer's first choice would reduce staffing below the minimum and require hire back for no more than two (2) days of the consecutive five (5) day request within the defined work week, the vacation will be approved. The special consideration will apply only to the officer's first choice.

7. Once vacation choices are approved, they are not subject to cancellation except as outlined in paragraph 10 hereof. Officers may request to cancel their reserved vacation of consecutive days of five (5) or more (not including normal days off) by notifying their shift supervisor in writing of such request.

8. The maximum number of personnel allowed to reserve vacation at any one time will be as follows:

- a. Patrol Platoon: 1 – Supervisor  
2 – Officers
- b. Criminal Investigations: 1 – Supervisor  
2 – Detectives
- c. Traffic & Services Division: 1 – Each

9. The voluntary reassignment of an officer from one platoon or section to another may necessitate a change of the officer's vacation in order to conform with paragraph 8 above. The vacations of those officers who are involuntarily reassigned from one platoon or section to another are not subject to cancellation or change except as outlined in paragraph 8 above.
10. All reserved vacations will be subject to cancellation or change by the chief of police in case of emergency.
11. Accrued vacation leave may be used in increments of one (1) hour or more.

**J. HOLIDAYS**

Holidays for commissioned members of the police department, other than the chief and the captains, shall be as follows:

1. Holidays to be observed with pay in 2016 are as follows:

	<u>Five-Two/Five-Three</u>	<u>Five-Two &amp; Flex</u>
New Year's Day	01/01/16 Friday	01/01/16 Friday
President's Day	02/15/16 Monday	02/15/16 Monday
Spring Holiday	03/25/16 Friday	03/25/16 Friday
Memorial Day	05/30/16 Monday	05/30/16 Monday
Independence Day	07/04/16 Monday	07/04/16 Monday
Labor Day	09/05/16 Monday	09/05/16 Monday
Veterans Day	11/11/16 Friday	11/11/16 Friday
Thanksgiving Day	11/24/16 Thursday	11/24/16 Thursday
Day after Thanksgiving	11/25/16 Friday	11/25/16 Friday
Day before Christmas	12/24/16 Saturday	12/23/16 Friday
Christmas Day	12/25/16 Sunday	12/26/16 Monday
Last Day of the Year	12/31/16 Saturday	12/30/16 Friday

Holidays to be observed with pay in 2017 are as follows:

	<u>Five-Two/Five-Three</u>	<u>Five-Two &amp; Flex</u>
New Year's Day	01/01/17 Sunday	01/02/17 Monday
President's Day	02/20/17 Monday	02/20/17 Monday
Spring Holiday	04/14/17 Friday	04/14/17 Friday
Memorial Day	05/29/17 Monday	05/29/17 Monday
Independence Day	07/04/17 Tuesday	07/04/17 Tuesday
Labor Day	09/04/17 Monday	09/04/17 Monday
Veterans Day	11/11/17 Saturday	11/10/17 Friday
Thanksgiving Day	11/23/17 Thursday	11/23/17 Thursday
Day after Thanksgiving	11/24/17 Friday	11/24/17 Friday
Day before Christmas	12/24/17 Sunday	12/22/17 Friday
Christmas Day	12/25/17 Monday	12/25/17 Monday
Last Day of the Year	12/31/17 Sunday	12/29/17 Friday

Holidays to be observed with pay in 2018 are as follows:

	<u>Five-Two/Five-Three</u>	<u>Five-Two &amp; Flex</u>
New Year's Day	01/01/18 Monday	01/01/18 Monday
President's Day	02/19/18 Monday	02/19/18 Monday
Spring Holiday	03/30/18 Friday	03/30/18 Friday
Memorial Day	05/28/18 Monday	05/28/18 Monday
Independence Day	07/04/18 Wednesday	07/04/18 Wednesday
Labor Day	09/03/18 Monday	09/03/18 Monday
Veterans Day	11/11/18 Sunday	11/12/18 Monday
Thanksgiving Day	11/22/18 Thursday	11/22/18 Thursday
Day after Thanksgiving	11/23/18 Friday	11/23/18 Friday
Day before Christmas	12/24/18 Monday	12/24/18 Monday
Christmas Day	12/25/18 Tuesday	12/25/18 Tuesday
Last Day of the Year	12/31/18 Monday	12/31/18 Monday

2. Overtime Pay for Holiday Work. An officer or employee regularly scheduled to work on a holiday set forth herein above shall be paid one-and one-half (1-1/2) his regular time for all time worked. An officer or employee not regularly scheduled to work and who works on a holiday set forth herein above, shall be paid two-and-one-half (2-1/2) his or her regular time for all time worked except for The Mark and grant overtime.

It is intent of this paragraph that employees working Five-Two & Flex will receive 2.5 times his or her regular time for all time worked if called in to work on New Years Day, Independence Day, Veteran's Day, Day before Christmas, Christmas Day and Last Day of the Year when not scheduled on any of said days, but if called in on the observed day that is not the actual calendar holiday, employees will receive only 1.5 times his or her regular time for all time worked. All other holidays will be compensated as set forth above.

As an example, if an investigator is called in on Christmas Day which is not the day observed by the City to investigate a homicide, the investigator would receive 2.5 times his or her regular rate of pay for all hours worked. If the investigator was called in on a Friday which was the day the City observed Christmas but not actually Christmas Day, the employee would receive only 1.5 times his or her regular rate of pay for all hours worked.

3. Compensatory Holiday Time. Officers shall observe the same holidays as set forth herein; however, in recognition of the method of scheduling manpower presently in effect in the police department, each officer working the Five-Two/Five-Three schedule shall receive 111.54 hours added to bonus day accrued leave.
4. Temporary and Probationary Officers. Temporary and probationary officers or employees are excluded from the provisions of this Paragraph I., except subparagraph 2 above and except probationary officers shall be given one holiday for each holiday occurring between date of hire and April 1 of each year up to a



maximum of ninety-six (96) hours, which holidays shall be scheduled as provided in subparagraph 3 above.

**K. SICK LEAVE**

The use of and accumulation of sick leave by commissioned members of the police department, other than the chief and the captains, shall be governed by the following:

1. Personnel covered by this chapter shall have the following sick leave and shall accrue the following sick leave:
  - a. Sick Leave Bank. The passage hereof shall not affect the sick leave bank authorized on the date of passage and accumulated sick leave on the date of passage hereof shall constitute an officer's or employee's sick leave bank.
  - b. Sick Leave Accrual. The personnel covered by this Memorandum shall be entitled to and shall accrue from and after the execution hereof the following sick leave per month: officers or employees shall be entitled to 3.693 hours per payroll period, except officers working Five-two/Five-Three schedule shall be entitled to 3.96 hours per payroll period.
  - c. Limits on Accrual. In order to accrue the full sick leave in any payroll period, an officer must work or be on paid leave status or military leave (less than thirty [30] days in duration) for all scheduled hours of work during said period.

If an officer is not at work or 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 officer'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 80 hours (85.8 hours for those on a Five-Two/Five-Three schedule).

2. 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 the employee; or of a dependent member of the employee's household; or for emergency situations involving less than eight (8) hours use. When sick leave is used, the actual number of hours used due to sickness shall be subtracted from the officer's or employee's sick leave, but in no case shall the time charged be less than one (1) hour.
3. Notification for Sick Leave. The department head shall require an officer or employee covered by this chapter to comply with the following notification rules:
  - a. The officer or employee shall notify the department of use of sick leave as

soon as practicable, but in no case later than one-half (1/2) hour after the beginning of an officer's or employee's normal workday.

- b. The officer or employee shall notify the department of use of sick leave as soon as practicable, but in no case later than one-half (1/2) hour prior to beginning of an officer's or employee's normal workday.
  - c. Said notification shall go to the officer's or employee's immediate supervisor or to the department head and if none of these persons is available for notification, the officer or 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 any affected employee organization.
  - d. The department head shall designate in writing which officers or employees are to follow rule a. or b. above.
4. Proof Required for Sick Leave Use. When an officer or employee is absent for three (3) or more consecutive normal workdays on account of sickness or injury, the officer or employee may be required to furnish proof of said sickness or injury by submitting, upon return to work, a doctor's certificate, which certificate shall set forth that the officer or employee has been under a physician's care from a specified date for a specific condition and a statement that the employee is released from medical treatment and/or is capable of returning to work as of the first possible date; and in the case of sickness or injury to a dependent member of the employee's household, that the dependent member has been under a physician's care from a specific date for a specific condition and a statement that an adult caretaker's presence was desirable for said dependent member's care.
5. Abuse of Sick Leave. When there appears to the officer's or employee's department head in their discretion to be an abuse of this Section by an officer or employee, the department head may require a physician's certificate similar to that required in Paragraph 4 above for any subsequent absences occurring within one year, after written notification by the department head that the officer or employee appears to have abused sick leave. The physician's certificate required herein shall be 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.
6. Accumulated Sick Leave as Termination Benefits. Any officer's estate will be subject to receipt of one-hundred percent (100%) of the officer's accumulated sick leave upon death while employed with the City of Moline. Any officer meeting minimum eligibility requirements under the Downstate Police Pension Plan and up to twenty-five (25) years of service will be eligible to convert twenty-five percent (25%) of the officer's accumulated sick leave into the City of Moline retiree health benefits savings account. Any officer meeting minimum eligibility requirements under the Downstate Police Pension Plan and who has attained twenty-five (25) or more years of service will be eligible to convert fifty percent

(50%) of the officer's accumulated sick leave into the City of Moline retiree health benefits savings account.

7. Definitions. For purposes of this Section, the following terms shall have the meaning ascribed to them:
  - a. "Abuse of sick leave" may mean any instance where an officer attempts to use accumulated sick leave for a purpose not set forth in Paragraph 2. above, fails to provide a physician's certificate as required by Paragraph 4. or Paragraph 5. above or fails to provide proper notification as set out in Paragraph 3. above.
  - b. "Emergency situations" shall mean those events over which an officer has no control and which could not be foreseen as to occurrence or time of occurrence and which requires the immediate presence of the officer.

#### **L. DISABILITY LEAVE**

Disability leave, duty disability, non-duty disability and worker's compensation for commissioned members of the police department, other than the chief and the captains, shall be as follows:

1. Duty Disability Leave. Any officer or employee injured or becoming sick in the line of duty shall be entitled to benefits as provided by 5 ILCS 345/1 during the period of disability, subject to the maximum period set forth in said section.
  - a. Use. Duty disability leave shall be taken in lieu of sick leave and shall not reduce the accumulated sick leave.
  - b. Worker's Compensation. Duty disability leave shall be in lieu of benefits pursuant to the Illinois Worker's Compensation Act.
  - c. Subrogation of Claim Against Third Parties. Acceptance of duty disability leave constitutes the subrogation of any claim said officer may have against any third party on account of said injury or sickness to the same extent as provided by law for worker's compensation. Any time an officer's efforts result in recovery for the City, the City shall be required to share, on a prorated basis, the legal expenses. An officer or employee may not refuse to sign a notice of subrogation as a condition of receiving duty disability leave, said notice being attached hereto as Exhibit C.
  - d. Accumulation of Benefits. While an officer is on duty disability leave, seniority benefits shall continue, including health insurance, sick leave and vacation.
2. Worker's Compensation. An officer or employee shall be entitled to all benefits provided by the Worker's 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 acts.

3. Non-duty Disability.

- a. Non-probationary officers or employee that are absent because of sickness or disability, including pregnancy, due to a cause not related to employment, shall use accumulated sick leave and unused vacation leave.
- 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 Memorandum. In addition to said limitations, the department head shall have the right to require an officer or employee who has informed the department of the officer's or employee's non-work related sickness or disability and who continues to work, to obtain a doctor's certificate that the officer or employee is capable of performing the task required of the officer or employee without danger to the officer's or employee's health; or in the case of a pregnant female, without danger to the employee's health and the fetus' health when the department head has reason to believe that the officer's or employee's performance is being adversely affected by the officer's or employee's condition. If the officer or employee cannot provide such certificate within a reasonable time, the department head can require the officer or employee to take the accrued rights provided in this provision and upon the officer's or employee's refusal to do so, may dismiss the officer or employee.
- c. Officers or 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 officer or employee is still disabled or sick.
- d. An officer or 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 the 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 officer or employee meets the current qualifications for the position for which preference is claimed.

4. Pyramiding Prohibited. So as to preclude the double compensation for the same sickness or injury, worker's compensation shall not be claimed or payable for the period in which sick leave or duty disability leave is paid; and sick leave, duty disability leave and/or pension may not be claimed for the same period. If pension is claimed for the same period in which worker's compensation is paid, any set off allowed by law shall be made.

5. Light Duty. Light duty may be assigned to an employee who becomes sick or is injured, provided, however, that the employee is released for such assignment by their physician and the City physician. Such an assignment will be made within the restrictions and restraints imposed by the physician(s). Assignment shall be within the police department and not be for more than ninety (90) working days, except in the case of maternity leaves where the employee may be assigned, with consent, for a period not to exceed 180 calendar days. Such assignment shall not be unreasonably denied. Any disputes arising out of this Section shall be subject to the grievance procedure.

**M. UNION LEAVE**

Union officers and/or representatives will be entitled to leave without pay for the purpose of attending union conventions or other official union business provided that no more than two (2) employees may be gone at the same time under this provision. Union business leaves shall not exceed ten (10) workdays per fiscal year for the entire bargaining unit. Officers may use accumulated vacation or bonus days for such leave. The request for such leave shall be made at least twenty (20) calendar days in advance of the proposed leave and may be canceled in the event of a police emergency. This provision in no way restricts union officers and/or representatives from seeking approval outside the provisions of this Section for approved utilization of their accumulated paid leave.

**N. CONTINUING CONDITIONS OF EMPLOYMENT**

1. Residency shall be a continuing condition of employment. Employees shall live within a radius of twenty (20) miles from the City's Emergency Center located in Moline at 1630 Eighth Avenue.
2. The Board of Fire and Police Commissioners may make physical and medical conditions a continuing condition of employment. Therefore, the Board of Fire and Police Commissioners shall act as follows:
  - a. The Board of Fire and Police Commissioners shall appoint all officers and members of the police department, except the chief, and the promotion of such officers and members of the department shall be in accordance with Sec. 2-4406, Division 4 of Chapter 2 of the *Moline Code of Ordinances*.
  - b. The board may establish physical and medical standards as a continuing condition of employment, provided the City establishes a committee composed of three (3) members of the council, the chief or the chief's designee, the City Administrator or the City Administrator's designee and the human resources manager to work with a panel of doctors to recommend and report to the board of proposed physical and medical standards. The board, however, retains the right to make final decisions and to adopt final standards. When the board adopts standards and those standards become a continuing condition of employment, all officers on that date shall be given a physical and medical examination at City cost.



Any condition or medical problem noted during said examination for an officer shall be grandfathered.

3. Fitness for Duty Examinations.

- a. Reasonable Suspicion. Should the Employer have reasonable suspicion to believe that an officer is not fit-for-duty; the Employer may require that the employee have an examination by a qualified and licensed medical professional selected by the Employer in order to determine the officer's fitness for duty. Any such examination, and such related tests, shall be at the Employer's expense.
- b. Officer Notification. The officer shall be notified in writing as to any such examination. The notice shall include the summary basis of the reasonable suspicion leading the Employer to believe the officer is unfit for duty.
- c. Fitness Opinion. The examining professional shall render an opinion as to whether the officer is fit or unfit for duty; including a suggested treatment regimen where appropriate. All opinions and reports shall be considered confidential and their release shall only be as required by law.
- d. Independent Examination. If there is a dispute over the findings of the medical professional, the officer may seek to be examined by a qualified and licensed medical professional at the officer's cost and expense. If the opinion of the fitness for duty from the second professional conflicts with the opinion in the first exam, the parties will then mutually agree upon a third medical professional whose opinion shall be the determining factor over an employee's fitness for duty. The cost of the third medical professional shall be split equally between the Employer and the officer.
- e. Findings. If it is determined as a result of an examination that the officer is unfit for duty, the officer shall be placed in an appropriate status as provided by law, City policy and provisions of this Agreement based on the nature of the condition, illness and/or disabling injury.

4. Nepotism Policy. Any City nepotism policy shall be limited to prohibition of direct supervisor/subordinate relationships only to the second degree of consanguinity. It is understood that exceptions may be made even to the second degree so long as limited to short-term, non-regular basis, e.g. shift lieutenant supervising a patrol officer in the absence of the shift sergeant.

**O. TRADING SHIFTS**

Officers may trade shifts with the advance approval of the chief or the chief's designee and the chief may adopt reasonable rules regarding the trading of shifts.

**P. SAFETY**

Rules of safety, reporting accidents and safety equipment for commissioned members of the police department, other than the chief and the captains, shall be governed by the following:

1. Safety – in General.
  - a. Duty to Comply. \*All reasonable safety rules governing health, safety appliances and devices shall be complied with by the City and officers and employees.
  - b. Within thirty (30) days hereafter, written safety rules for the police department shall be reviewed by the chief, a captain, one person designated by the council and the City's human resources manager. Written safety rules generally applicable, shall be distributed to all officers and employees and/or posted, while written safety rules applicable only to certain assignment(s) shall be posted in a department(s) involved in this assignment(s).
  - c. Violation of Rules. Officers or employees violating rules to which they had notice shall be subject to discipline by the chief. Posting of rules shall constitute notice.
  - d. Inspection. \*\*\*Aside from normal daily inspection by the department head and department head's designee, the City may utilize designated safety advisors to investigate and inspect any or all facilities, procedures or practices. Officers and 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 the department head's designee.
2. Protective Clothing and Devices. \*\*\* The City shall furnish protective clothing and equipment as follows for use of an officer or employee when the officer or employee is required to use such by the City.
  - a. Gloves. Work gloves issued to an officer or employee under this paragraph shall be free, but the officer or employee will be required to return said pair upon damage or excessive wear to obtain a replacement, upon a change of assignment as to which the City does not require gloves (except that temporary assignments shall not occasion a return of gloves issued to a regular assignment) and upon termination of employment. Upon failure to return a pair of gloves as described above, an officer shall be charged \$3.00 (\$10.00 for firefighter gloves). Upon failure to return a single glove as described above, an officer or employee shall be charged \$1.00 (\$5.00 for firefighter glove).

If an employee is issued different kinds of gloves to satisfy different

required usages, the above paragraph will apply separately to each kind of glove. One kind of glove cannot be returned to obtain a different kind of glove.

- b. Safety Shoes. A pair of safety shoes shall be furnished each fiscal year to officers and employees whose regular assignments require safety shoes under this Section. Safety shoes furnished to officers or employees with seniority shall be at a 25% cost to the employee or officer, except as to safety shoes so furnished as to a temporary assignment of an officer or employee with seniority, in which case the City will pay 100% of the cost. Probationary officers or employees shall pay 100% of the cost of a pair of safety shoes furnished by the City under this Section, but upon becoming an officer or employee with seniority, the officer or employee shall be reimbursed for 75% of the cost of the shoes, except that a probationary officer or employee furnished such shoes as to a temporary assignment will be reimbursed 100%. Pairs of shoes so furnished will be considered the property solely of the employee, except that pairs of shoes so furnished as to a temporary assignment will be solely the property of the temporary assignment. A pair of shoes so returned shall not be counted as a pair for the fiscal year as to the officer or employee involved. Failure to return a temporary assignment's pair of shoes will result in the officer or employee paying the full current cost of such a pair. The City may reissue returned pairs of shoes to other officers or employees on temporary assignments.
- c. Prescription Safety Glasses. The City shall issue prescription safety glasses only to officers or employees whose regular assignment requires safety glasses and who provide the City with a prescription for same, at a 25% cost to an officer or employee with seniority and at a 100% cost to probationary officers or employees; except that, as to such a probationary officer or employee who later becomes one with seniority, the officer or employee will then be reimbursed for 75% of the cost. Only one pair of such glasses will be issued per fiscal year upon showing of need (wear, damage or change of prescription) and a return of the previous pair. Upon termination of employment or change of regular assignment, such glasses as are then used by the officer or employee, shall become their sole property.
- d. 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 officer or employee, but must be returned by the officer or 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 officer or employee to pay the then current cost of such items as are involved.

As part of this provision, the City will continue its practice of providing body armor to officers and will replace such armor every five (5) years or



according to manufacturer's warranty, whichever is longer, when requested by an officer in writing.

- e. The City shall provide helmets, bike pants and safety goggles for employees assigned to bike patrol.

3. Reporting Accidents, Injuries, etc. Any and all accidents or injuries of whatever kind or severity occurring while at work, shall be orally reported to the department head or department head's designee immediately and to the City human resources manager within 24 hours in writing on forms provided by the City. The City may require additional reporting by rule or work instruction.

- \* It is agreed that the council shall cooperate fully in obtaining the compliance of its members with this provision on safety.

- \*\* It is agreed that the designated safety advisors will notify the council as to the date and expected time, but not the place or subject of an investigation and/or inspection by said designated safety advisors. A council safety investigation observer will be released from attendance for the period of investigation and/or inspection, if it would occur as to working hours, but such time will be paid. The observer may offer comments to the designated safety advisor(s) during said time, but shall neither act as nor have the responsibility of the designated safety advisor(s).

- \*\*\* A captain and a lieutenant and one member designated by the council shall formulate recommendations for the chief as to which positions require protective devices and what protective devices and equipment are needed. The chief shall retain final authority over said recommendations.

**Q. PROCEDURES FOR CONDUCTING REVIEW OF PERSONNEL CODE AND MAKING CHANGES THERETO**

Any proposed change in said personnel ordinances and practices and procedures that apply to bargaining unit members other than matters non-delegable by law shall be presented to council when said change affects the members of said council no less than thirty (30) days prior to the proposed effective date or prior to submitting a recommendation to the City Council; and the City administration shall meet and confer with the council on any change or changes therein at the request of the council prior to submitting a recommendation of effecting said change. If objections still remain at that stage, the council shall have the right and opportunity to present its comments and recommendations to the respective City Council committee and then to the full City Council prior to any vote taken by such bodies. However, any change affecting a provision set forth hereinabove (the Memorandum) shall not be implemented without the prior written agreement of the council.

During the term of this Memorandum of Understanding, neither the executive department nor the City Council or any of its committees will introduce legislation proposing any change in the jurisdiction or powers of the Board of Fire and Police Commissioners as

presently in effect under state statutes or City ordinance; provided, however, that the prohibition contained in this paragraph shall only apply to powers or jurisdiction pertaining to employees covered by the terms of this Agreement.

The City may introduce suggested changes as to matters that do not affect employees covered by the terms of this Agreement without discussing with the council. The Board of Fire and Police Commissioners may adopt and implement suggested changes without the approval of the council.

## **R. GRIEVANCE**

Grievances for commissioned members of the police department, other than the chief or the captains, shall be processed and considered as follows:

1. a. Grievance Defined. The term “grievance” means any disagreement between the council and the City involving the interpretation, application or alleged violation of an express provision of the Memorandum or Division 3 of Chapter 26 of the *Moline Code of Ordinances* or Chapter 24 of the *Moline Code of Ordinances*, hereinafter referred to as a “contract grievance”; or any disagreement, other than a contract grievance, over conditions which are in whole or in part subject to the control of the police chief and which involve safety or health hazard, unfair or discriminatory supervision, shift assignments and unjust treatment by fellow officers, hereinafter referred to as “non-contract grievances”; however a grievance shall not include management rights, matters entrusted to the Board of Fire and Police Commissioners by Sections 2-4400 to 2-4406 of the *Moline Code of Ordinances*, retirement, general wage increases, residency requirements, the type of equipment other than uniforms, issued or used, manning, total number of employees employed by the department, mutual aid and assistance agreements to other units of government and the criterion pursuant to which force including deadly force, can be used. However, nothing herein shall preclude an arbitrator’s decision based upon the arbitrator’s finding that equipment, manning levels or policies involving a serious risk to the safety of a police officer beyond that which is inherent in the normal performance of police duties.
- b. Discipline. Discipline, which shall be for just cause, shall include oral reprimands, written reprimands, suspensions, and discharge. All discipline shall be determined and imposed by the chief of police subject to the union’s right to appeal as provided in this Section R. Prior to the issuance of discipline, the affected officer shall be afforded a pre-disciplinary meeting at which the officer may choose to have a union representative present and the officer or the union representative may make any statements on the officer’s behalf.
- c. Appeal of Discipline. The Board of Fire and Police Commissioners shall not have review and appellate jurisdiction over discipline imposed on



commissioned officers.

Oral reprimands shall not be subject to the grievance and arbitration provisions of Section R.

Grievances appealing written reprimands shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the officer receives written notice of such discipline. Grievances for written reprimands are not subject to arbitration.

Grievances appealing suspensions and discharge are subject to the grievance and arbitration provisions of Section R at the discretion of the union and involved officer. Grievances appealing suspensions and discharge shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the officer receives written notice of such discipline.

2. Informal Processing. Any officer covered by this Memorandum or the council shall have the duty to informally resolve a grievance with the aggrieved officer's immediate supervisor or acting supervisor during work time; however, if the council is still aggrieved after the officer or council attempted to informally resolve the grievance, the council shall process the grievance in an orderly and timely manner and shall follow the formal procedures set out herein below:
  - a. Step 1. The council shall file, in writing, the grievance with the officer's captain within fifteen (15) calendar days after the event occurred or failed to occur or the condition or circumstances came into existence which gave to the grievance. The captain shall attempt to adjust the matter and shall meet with the employee during work time and shall respond in writing to the council within ten (10) calendar days.
  - b. Step 2. If the grievance is not settled at Step 1, it may be presented in writing by the council to the police chief within fifteen (15) calendar days after the Step 1 response is due. The police chief shall meet with the council within ten (10) calendar days after receipt of the Step 2 grievance and shall respond in writing to the council within fifteen (15) calendar days of the close of said meeting.
  - c. Step 3. If the grievance is not settled at Step 2, it may be presented in writing by the council to the City Administrator or the City Administrator's designee within five (5) calendar days after the Step 2 response is due. The City Administrator or the City Administrator's designee shall meet with the council and all other persons considered by the City Administrator or the City Administrator's designee to have relevant information on said grievance within ten (10) calendar days after said Step 3 grievance has been filed and shall respond in writing to the council within fifteen (15) calendar days of the close of said meeting.

- d. Step 4. If the grievance is not settled at Step 3 and before going to Step 5, the council and the City shall meet at the written request of either the City or the council, filed with the council secretary or human resources manager respectively within ten (10) calendar days after Step 3 response is due, to discuss all unresolved issues for the purpose of resolving through conciliation said issues or, if said conciliation cannot be achieved, for the purpose to reduce to writing the issues to be submitted to arbitration and stipulated facts, if any. If the grievance is not conciliated within ten (10) days after the written request is filed, either the City or the council may request the American Arbitration Association or some other entity mutually agreed upon to provide a panel of five (5) arbitrators. The party requesting the arbitration shall strike one name; the other party shall then strike one name; the requesting party shall then strike one name; the other party shall then strike one name; and the remaining person shall be the arbitrator.
- e. Step 5. If, pursuant to Step 4, issues are to be submitted to arbitration, the City and the council shall notify, by letter, executed by both parties, the arbitrator selected of selection as arbitrator and the issues submitted for arbitration and stipulated facts, if any. The arbitrator shall hear the case within thirty (30) calendar days after notification. The arbitrator shall make a written report of their findings to the council and the City within twenty (20) working days after the hearing is concluded. The rules of procedure governing the arbitration hearing shall be the rules and regulations of the American Arbitration Association in so far as they do not conflict with an express provision herein contained. The parties shall bear their own expenses of the arbitration and shall share equally the expenses of the arbitrator. Any party ordering a transcript of the arbitration shall bear the expense of transcription and the cost of a copy for the arbitrator. The opposing party shall bear the cost only of a copy of the transcript. Any decision of the arbitrator shall be final and binding upon the parties hereto and shall be implemented within thirty (30) days of the final decision.
- f. Limitations on Step 5. The City may request that any issue it has not waived in the grievance process shall be submitted as an issue and the council may request that any issue raised by the written grievance shall be submitted, provided no issue involving matters expressly excluded from the grievance procedure shall be submitted to arbitration. The arbitrator shall expressly confine their self to the precise issues properly submitted for arbitration and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinions which are not directly essential in reaching a determination. Further, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum thereto.
- g. Miscellaneous Rules Pertaining to Step 5. 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 fifteen (15) 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 Memorandum. In the event that this Memorandum is terminated or breached for any reason, rights to arbitration thereupon cease. This provision shall not affect, however, any arbitration proceedings which were properly commenced prior to the expiration or termination of this Memorandum. It is the intent of the parties hereto to provide for confirmation or vacation of an arbitration award provided for hereinabove pursuant to the Uniform Arbitration Act, 710 ILCS 5/1. Therefore, if any provision hereinabove conflicts with the provisions of said act, the intent of the parties is to be governed by said act.

3. Written Grievances. A written grievance will not be processed unless the grievance sets forth: (a) what provision of the Memorandum has been violated; (b) what the relevant facts relied upon are; (c) why the response in the previous step, if any, has been unsatisfactory; and (d) what relief is being requested by the grievant.
4. Time Limits. 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 limits 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 at any step within the time limits specified, the grievance shall be deemed denied at that step and the council or employee may immediately proceed to process the grievance at the next step.
5. Binding Effect. All agreements concluded between the council and the City in Steps 2, 3, 4 or 5 of the grievance procedure shall be final and binding upon the employees concerned.
6. Forms. Grievance forms will be provided by the City so that copies of each grievance and any responses thereto shall be made available to the grievant, the council representative if not the grievant and the City representative involved. All grievances and any responses thereto shall be on such forms. The City shall assign numbers to the grievances for ready identification. The grievance form to be used is attached hereto and incorporated herein by this reference as Exhibit D.

#### **S. BEREAVEMENT LEAVE**

Bereavement leave for commissioned members of the police department, other than the chief and the captains, shall be as follows:

1. When death occurs in the immediate family of a bargaining unit 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 the death. Bereavement leave may begin on the day of the death or on the day after the death and each employee shall be entitled to three (3) consecutive workdays off. For the purpose of this Section, the employee's immediate family shall include the employee's grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, stepchild, stepfather, stepmother, stepbrother, stepsister or spouse's grandmother or grandfather, brother-in-law or sister-in-law. The employee shall be allowed to use two (2) vacation days in conjunction with bereavement leave.

**T. DUES CHECK-OFF**

1. It is recognized by the City that the Illinois Fraternal Order of Police Labor Council Lodge #77 is the exclusive bargaining agent for commissioned members of the police department, other than the chief and the captains, and the dues of said organization shall be deducted from all employees having filed an authorization card to do so, provided said organization shall indemnify and hold the City harmless from any and all claims of liability or loss arising out of the City's actions taken pursuant hereto.
2. The City agrees to deduct from the wages of any employee who is a member of a labor organization, a political action committee deduction as provided for on written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written revocation. Such authorization and revocation shall be effective as provided for on dues authorization and revocation forms and the City shall remit the amounts deducted herein as other dues check-off.

Any labor organization receiving political action committee deductions under this provision must agree as a condition of oath to the following:

- a. Labor organization agrees to abide by the Federal Election Campaign Act of 1971, as amended, (2 U.S.C., Paras. 431, et seq.) in the conduct of any solicitations for political action committee deductions.
- b. The labor organization agrees that the political action committee deductions shall be maintained in a separate segregated fund by the labor organization and that the City bears no responsibility for said fund or for any liabilities created by the administration of said fund.
- c. The labor organization agrees that the political action committee contribution is separate from and not a requirement of labor organization membership and employment with the City and that no employee shall be discriminated against for refusal or failure to make such contributions as further agreed and that the labor organization may not solicit political action committee contributions other than from labor organization



membership and the labor organization agrees to establish and enforce rules on solicitation that will comply with the Hatch Act and any other federal, state or local law dealing with political activities.

3. Fair Share Deductions in the Police Department. Employees covered by this Memorandum, who are not members of the council paying dues by voluntary payroll deduction, shall be required to pay to the council, 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 council, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the council at the address designated in writing by the council to the City. The council 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 council members. The requirements of this paragraph 3. shall be subject to the following:
  - a. Religious Exemption. Should any employee be unable to pay the contribution to the council 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 fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the council. If the council 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 council 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 council shall provide notice to all employees who are not council 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 Memorandum, the City shall provide the council with a current list of all employees covered by this Memorandum 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 Memorandum during those periods of time throughout the term of this Memorandum that the council maintains dues check-off authorizations from more than fifty percent (50%) of the non-probationary bargaining unit members. In the event that the dues paying membership of the council is fifty percent (50%) or less of the non-probationary bargaining unit employees, no such



deductions shall be made unless and until the greater than fifty percent (50%) requirement is met.

- d. Indemnification. The council 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 paragraph 3.

**U. BILL OF RIGHTS**

The City agrees to abide by the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1). Further, the City and the council agree on the implementation of a substance screening policy as it applies to employees covered by this Memorandum, said policy being attached hereto and incorporate herein as Exhibit E. Officers may exercise their individual and collective political rights as provided under the Local Governmental Employees Political Rights Act, 50 ILCS 135/1 et seq.

**V. TERM**

The Memorandum of Understanding shall be effective January 1, 2016, and shall remain in full force and effect until December 31, 2018. No provision of this Memorandum of Understanding is retroactive unless expressly made so hereinabove. 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 Memorandum of Understanding, said party must notify the other party, in writing, at least five (5) months before the termination date set forth above. The parties shall commence negotiations within thirty (30) days thereafter.

If either party desires to terminate this Memorandum of Understanding at any time after December 31, 2018, said party shall provide the other party written notice at least ten (10) days prior to the termination date.

**W. IMPASSE RESOLUTION**

In the event the procedures set forth in the paragraph immediately preceding fail to produce a mutually agreed upon modification or termination hereof or replacement hereof, the parties mutually agree that any impasse in said procedures shall be resolved in accordance with 5 ILCS 315/14.

**City of Moline, Illinois**

  
J. Scott Raes, Mayor

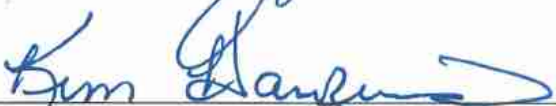
12.22.2015  
Date

Attest:   
City Clerk

Approved as to form:


  
Amy L. Keys, Deputy City Attorney

  
Maureen E. Riggs, Chief Negotiator

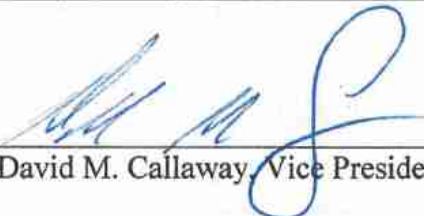
  
Kim R. Hankins, Chief of Police

  
Alison M. Fleming, Human Resources Manager

**FOP Lodge #77 & Labor Council**

  
Jeremy J. McAuliffe, President

12-9-15  
Date

Attest:   
David M. Callaway, Vice President

  
David Nixon, Chief Negotiator

**EXHIBIT A**

Page 1 of 2

**FOP Pay Plan**

Effective January 10, 2016

2.50% G.W.I.

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
14	A	50,119.06	77,388.48
(P14)	H	24.0957	37.2060
18	A	60,919.87	92,697.70
(P18)	H	29.2884	44.5662
20	A	67,164.24	102,198.51
(P20)	H	32.2905	49.1339

**FOP Pay Plan**

Effective January 8, 2017

2.50% G.W.I.

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
14	A	51,372.05	79,323.30
(P14)	H	24.6981	38.1362
18	A	62,442.85	95,015.23
(P18)	H	30.0206	45.6804
20	A	68,843.42	104,753.38
(P20)	H	33.0978	50.3622

**EXHIBIT A**

Page 2 of 2

**FOP Pay Plan**

Effective January 7, 2018

2.50% G.W.I.

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
14	A	52,656.45	81,306.37
(P14)	H	25.3156	39.0896
18	A	64,003.89	97,390.59
(P18)	H	30.7711	46.8224
20	A	70,564.42	107,372.30
(P20)	H	33.9252	51.6213

**EXHIBIT B**

Page 1 of 3

**HEALTH BENEFIT PLAN**

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, 2003:

- The City will provide coverage in compliance with HB3406 and the Illinois Insurance Code.
- The City will bill any member who fails to report a change of status on a dependent within 31 days for all medical and administrative expense incurred by that dependent after they are no longer eligible for coverage.
- Viagra will be excluded as a covered drug under the plan.
- Mandatory generic prescriptions will be required. However, the member can pay the difference in cost if a name brand is desired.
- Needles and syringes will be subject to generic co-pay rather than no co-pay.
- Mandatory \$100 co-pay for all emergency room visits, to be waived if member is admitted.
- Out-of-pocket maximums in the Choice plan will be increased to \$1500/3000.
- The point-of-service percentage will be increased to 40% (from 25%) if a member refers him or herself to an out-of-network doctor rather than getting a referral from their in-network doctor.
- Maintenance drugs will be allowed to be purchased in 30 or 90-day amounts. The 90-day amount will be subject to 2 co-pays rather than 3.
- Retirees living out of the area will be required to choose a doctor from a national network affiliated with the City's health care provider.
- Prescription co-pays will no longer be applied to the maximum out-of-pocket amounts.
- Premiums:



**EXHIBIT B**

Page 2 of 3

**HEALTH BENEFIT PLAN**

Effective January 1, 2016:

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 1/1/16</b>
Single - Active	\$441.49	\$110.36	\$551.85
Family - Active	\$1,152.31	\$288.06	\$1,440.37
R <65 >50	\$441.49	\$110.36	\$551.85
R >65	\$0.00	\$288.06	\$288.06
R <50	\$0.00	\$551.85	\$551.85
R <65 >50 & D <65	\$441.49	\$998.88	\$1,440.37
R <50 & D <65	\$0.00	\$1,440.37	\$1,440.37
R <65 >50 & D >65	\$441.49	\$398.44	\$839.93
R >65 & D <65	\$0.00	\$1,176.56	\$1,176.56
R & D >65	\$0.00	\$576.15	\$576.15

Effective January 1, 2017

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 1/1/17</b>
Single - Active	\$450.31	\$112.58	\$562.89
Family - Active	\$1,175.34	\$293.84	\$1,469.18
R <65 >50	\$450.31	\$112.58	\$562.89
R >65	\$0.00	\$293.82	\$293.82
R <50	\$0.00	\$562.89	\$562.89
R <65 >50 & D <65	\$450.31	\$1,018.87	\$1,469.18
R <50 & D <65	\$0.00	\$1,469.18	\$1,469.18
R <65 >50 & D >65	\$450.31	\$406.42	\$856.73
R >65 & D <65	\$0.00	\$1,200.09	\$1,200.09
R & D >65	\$0.00	\$587.67	\$587.67

**EXHIBIT B**

Page 3 of 3

**HEALTH BENEFIT PLAN**

Effective January 1, 2018:

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 1/1/17</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

**EXHIBIT C**

**NOTICE OF SUBROGATION**

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 D**

City of Moline, Illinois

--	--	--	--	--

**GRIEVANCE FORM**

Employee Name \_\_\_\_\_ Union Assistance: ☐ Yes ☐ No  
Employee Position \_\_\_\_\_ If yes, name of union representation and/or  
legal representative: \_\_\_\_\_  
Employee Department \_\_\_\_\_  
If union grievance, name of union \_\_\_\_\_

**SECTION I**

Specify provision violated: Article \_\_\_\_\_ Paragraph \_\_\_\_\_  
Grievance submitted informally to \_\_\_\_\_ on \_\_\_\_\_  
Supervisor Date

<b>SECTION II</b>	Statement of facts showing the violation, interpretation or misapplication of the agreement and date incident occurred.
Action sought	
Signature of grievant _____ Date _____	

**SECTION III** (Explanation of responses are to be attached to this form.)

Submission			Response	
Step 1			<input type="checkbox"/> Granted <input type="checkbox"/> Denied	
	Date	By		Date
Step 2			<input type="checkbox"/> Granted <input type="checkbox"/> Denied	
	Date	By		Date
Step 3*			<input type="checkbox"/> Granted <input type="checkbox"/> Denied	
	Date	By		Date
Step 4			<input type="checkbox"/> Granted <input type="checkbox"/> Denied	
	Date	By		Date

\*If union assistance previously selected, grievance committee must approve submission at Step 3.

## **EXHIBIT E**

### **UNIT WORK RULE #4**

#### **SUBSTANCE SCREENING POLICY**

Adopted April 3, 1987

The City of Moline is concerned for the health, both physical and mental, of its employees and is not adopting the Substance Screening Policy to be punitive. While all such policies must have punitive aspects to be effective, a healthy, safe, productive work force is the goal of this policy. The City has an obligation (1) to help employees realize their potential, free of drugs or alcohol; (2) to provide for a safe working environment for all employees as well as protecting the safety of the citizens; and (3) that rehabilitation will often achieve this goal more efficiently.

Therefore, the City has established an Employee Assistance Program that allows for and encourages self-referral for substance abuse problems, as well as other problems. In addition, the City has trained supervision on the uses of the EAP program as a substitute for and as an adjunct to discipline for performance related deficiencies. This policy is not intended to discourage the use of the EAP by employees or supervision, but they are necessary to provide a safe work force and to preserve respect for the City as a government agency and law enforcement agency.

Additionally, it is a condition of employment that any employee notify the Human Resources Office of any criminal drug statute conviction for a violate occurring in the work place no later than five (5) days after such conviction. Department heads and supervisors may seek assistance from the Human Resources Office in administering this policy.

#### **TEST RESULTS**

All test results will be made known only to the applicant/employee and to those persons in management and supervision of the City who have a need to know. Test results will not be maintained in an applicant or employee's personnel folder, but shall be maintained in the medical records file maintained on such individuals. Markers will be placed in personnel folders to indicate the location of such test results. Access to union official or other persons claiming to be the personal representative of such an individual shall be denied unless such individual executes a release appointment of representative form.

#### **SUBSTANCES**

The following substance groups will be chemically or otherwise analyzed by blood, urine or breath samples: (See Exhibit I for limits)

Alcohol

Amphetamine/Methamphetamine (e.g., Speed, Crystal)

Barbiturates (e.g., Amobarbital, Butobarbital, Pentobarbital, Phenobarbital, Secobarbital)

Benzodiazepines (e.g., Valium, Librium, Oxazepam, Serax, Dalmane, Ativan)

Cocaine



Methadone  
Methaqualone (e.g., Quaalude)  
Opiates (e.g., Codeine, Heroin, Morphine, Hydromorphone, Mydrorodone)  
Phencyclidine (e.g., PCP)  
THC (e.g., Marijuana, Hashish)

As new or existing substances develop into abuse problems, these substances will be added to the list if screening is technically reliable and cost effective after consultation with the testing agency and appropriate employee groups.

The City will test new employees for substances and will test employees where the City feels it has probable cause. Additionally, employees required by City employment to maintain a CDL, shall further be subject to the NIDA federally mandated substance screens. (See Exhibit 2 of Unit Rule #7 - City of Moline Random Drug and Alcohol Testing Policy for testing cutoff limits.)

### **LABORATORY SELECTION**

The selection of a testing laboratory is clearly of crucial importance to the implementation of this policy. The City reserves the right of selection of such laboratory. The City shall require proof that the laboratory selected utilize the most up-to-date quality control procedures. The City shall require the careful sampling, inspection, documentation and storage of the specimens that result from our substance screening policy. No test result (except for alcohol) will be reported as positive until it has been confirmed by a second test employing the gas chromatography/mass spectrometry, if possible. If not possible, gas chromatography shall be the preferred method; and, finally, EMIT shall be retested by TLC and vice versa if other methods are not possible.

While the City reserves the sole right of selection of such laboratory, it assures the employees and candidates for employment that it will require proof by any laboratory selected of proper quality control measures before testing is undertaken. It shall also require submission at least within thirty (30) days after the close of each calendar year the results of the last annual quality control checking done by the laboratory. An employee, employee, group or candidate for employment may obtain a copy of said results upon request.

### **PRE-EMPLOYMENT SCREENING**

The successful candidate for a job vacancy in all positions of the City will be required to submit to a substance-screening test and will provide urine or other necessary samples, if the successful candidate is a new employee as defined herein. Prior to being administered a substance screen, a person shall be required to execute a consent in the appropriate form or forms. A refusal to execute a consent shall result in the applicant's being medically disqualified from further consideration for the position at that time.

### **PROBABLE CAUSE SCREENING**

When a supervisor has reason to believe that an employee is a substance abuser, the supervisor shall notify the appropriate department head and the Human Resources Office in

writing. They shall act in concert and consult with the employee in question. The employee shall be informed of the reason why it is believed there is a substance problem.

When the supervisor has probable cause that an employee is still working under the influence of, is using or is in possession of substances, an employee shall be required to submit to substance screening tests and provide the appropriate sample or samples. Positive results of the substance screening may be to enroll employee in the EAP program. If test results are negative, the employer/ employee relationship shall be restored as before with no evidence of the incident in the employee's personnel folder.

Probable cause constitutes objective evidence such as, but not limited to, physical possession of an item believed to be a controlled substance; to alcohol on breath; slurred or otherwise incoherent speech; staggering walk or other loss of physical coordination; accidents involving gross misjudgment or other unusual circumstances; or poor job performance, combined with knowledge of pattern of substance abuse within the past two (2) years.

### **CONSENT REQUIREMENTS**

Prior to being administered a substance screen, a person shall be required to execute a consent in the appropriate form or forms as attached hereto as Exhibits III, IV and V. Failure to do so shall have the consequences as set forth below:

1. If the screening is being performed as a result of pre-employment screening, a refusal to execute a consent shall result in the applicant's being medically disqualified from further consideration for the vacancy.

2. If the screening is being performed as a result of probable cause screening, a refusal to execute a consent may result in the employee's being disciplined under Unit Rule #3 for refusing a direct order and the penalty for such refusal is up to and including dismissal. In addition thereto, such refusal shall constitute evidence of the employee's guilt in the underlying offense giving rise to the probable cause screening request. It is recognized that this individual policy is contingent upon proof by the City that it possessed probable cause to demand the test at the time of the demand for same.

3. If a consent is executed but a person does not provide a sample at the scheduled time or within three (3) hours (two hours in the case of a breath sample) thereafter, this shall be considered a revocation of consent and the consequences set forth above shall be applicable.

4. If a person has bona fide religious objections to the giving of blood, said person shall be allowed to substitute a breath/urine sample for any required blood sample.

### **TESTING OF ORIGINAL SAMPLES**

Positive samples shall be preserved in a suitable manner by the testing laboratory for a period of ninety (90) calendar days. If the person being screened demands a retest, the City will arrange for a retest of the original sample or samples in a manner prescribed at the testing laboratory at the cost of the person screened. The affected person may have a qualified expert of their choice to observe said retest. If the retest produces a negative, the City will reimburse the

screened person for the cost of the additional testing performed and for the cost of the qualified expert.

### **NEW EMPLOYEE**

For purposes of this policy, a new employee is a person who has been accepted for employment with the City, but has not taken the physical examination. A new employee can also be a person who has been employed previously by the City, but has lost recall rights. Recall rights shall be defined in contracts that the City has with various employee groups. If an employee does not belong to a group of employees who have an employment contract with the City, recall rights shall be set at two years. After expiration of the two years without employment by the City, that person loses all rights associated with employment by the City and is considered a new employee.

The City has granted unpaid leaves for various reasons. These leaves are for a definite period of time. The way a person returning from an unpaid leave would fall under this provision would be if said person did not return to the service of the City at the agreed time, i.e., when the leave expired. Then, said person would be treated as a new employee.

### **EAP PROGRAM**

Upon completion of the EAP program in a satisfactory manner as determined by the EAP provider, the affected employee shall be entitled to return to the same job held prior to enrollment in the EAP program. Any further substance testing to be done shall be as part of their ongoing treatment process by the EAP provider. The only exception shall be if the City has probable cause.

While the City believes that it has an obligation to help employees overcome substance problems, this obligation is a finite one. The City may provide for self-referral and/or supervision-referral for substance abuse to the EAP program. Probable cause will be reviewed in accordance with normal disciplinary procedures.

### **RECORD KEEPING**

One of the crucial elements of a successful substance screening policy is the accurate keeping of records. Employee evaluations need to be carried out in a timely and professional manner, absenteeism records need to be maintained, workers' compensation records, safety records and accident reports. The ultimate responsibility for these record-keeping functions rests with the Human Resources Office.

**Exhibit E - Form I**

<u>Substance Group/Type</u>	<u>Screen Cutoff</u>	<u>Confirmation Cutoff</u>
Alcohol	.02 g/dL	.02 g/dL
Amphetamines	1000 ng/ml	500 ng/ml
Amphetamine		
Methamphetamine (d & l isomers)		
Barbiturates	300 ng/ml	300 ng/ml
Mephobarbital		
Pentobarbital		
Secobarbital		
Benzodiazepines	300 ng/ml	300 ng/ml
Desmethyldiazepam		
Diazepam		
Oxazepam		
Cocaine	300 ng/ml	150 ng/ml
Benzoylecgonine		
Methodone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Codeine		
Morphine		
6-Monoacetylmorphine		
PCP	25 ng/ml	25 ng/ml
Phencyclidine		
THC - Marijuana Tetrahydrocannabinol	50 ng/ml	15 ng/ml

**Exhibit E - Form II**

(DRIVING)

**ACKNOWLEDGEMENT OF RIGHTS AND CONSENT/REJECTION**

I, \_\_\_\_\_, having been arrested or facing arrest for an alcohol or drug-related offense and being an employee of the City of Moline, Illinois, do hereby acknowledge that I have been read and fully understand that I possess the following rights:

1. I have the right to speak to or refuse to speak to any police officer or other public officer concerning my guilt or innocence in a criminal proceeding for the \_\_\_\_\_, the matter now under investigation.

2. If I do choose to speak to a police officer or other public official concerning said guilt or innocence, anything I say may and can be used against me; however, if I refuse to speak to a police officer or other public official, my refusal cannot be used against me in any criminal proceeding, but can and will be used against me in disciplinary actions now pending or contemplated.

3. I have a right to have an attorney present and to consult with same prior to deciding to speak or remain silent and I have a right to have a union representative or other person of my choice present prior to making such decision. If I invoke said right, no interrogation of me shall take place prior to the persons I have requested to be present having arrived; and once he or they arrive, he or they may remain with me during all phases of said interrogation.

4. I have the right to consent to and waive these rights or stand thereon and I may revoke any consent given at any time and any interrogation thereafter shall be conducted accordingly.

5. I have been requested to give a breath analysis test or blood/urine sample and I may consent to or refuse to authorize such test or samples. However, if I refuse, same such refusal may and will be used against me as evidence of my guilt in a proceeding for violation of the drunk driving laws and for disciplinary matters and for driver's license revocation or suspension laws but cannot be used against me in any other proceeding. I further understand that my refusal will result in the suspension of my driving privileges for a period of six (6) months.

6. I further understand that a breath analysis test may not be delayed for a period longer than two (2) hours and, therefore, if I am unable to contact or arrange to have present a legal representative within such period, but still refuse to proceed with such tests, I shall be considered to have refused same.

I have read and understand the above rights; and, knowing same, I hereby freely waive same and consent to speak to a police officer or other public official and/or consent to and authorize a breath analysis test and/or give blood/urine samples and I authorize \_\_\_\_\_ to release any information requested by the City of Moline consistent with this authorization.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



OR

I have read and understand the above rights; and, knowing same and understanding that refusal to consent to waive same can be used against me in a proceeding for violation of the drunk driving laws and will result in my driving license privileges being suspended for a period of six (6) months (if drunk driving laws are involved) and can be used against me in a disciplinary proceeding. I hereby invoke the rights possessed by me and refuse to speak to a police officer or other public official and refuse to authorize a breath analysis test and/or give blood/urine samples.

---

Date

---

Signature

**Exhibit E - Form III**

(PROBABLE CAUSE)

**RELEASE AND CONSENT FORM OR REFUSAL**

The City of Moline, Illinois, has indicated that it has probable cause to believe that I may be under the influence of alcohol or controlled substances and has requested that I give a blood/urine/breath sample(s) for the purpose of conducting a blood alcohol/breath/drug analysis. I have been told and expressly understand that such analysis is limited solely for the purpose of employment and that I have the right to consent to or refuse to give such sample or samples, but that if I refuse, such refusal shall be considered evidence of guilt and shall be grounds for discipline for refusing a direct order. Further, I have been told and expressly understand that consent to comply with the request for blood/urine/breath samples and the results obtained therefrom cannot be used against me in any criminal proceedings.

Therefore, I \_\_\_\_\_, do hereby authorize as limited above \_\_\_\_\_ to take a blood or urine or breath sample or samples for any purpose of blood alcohol/breath/drug analysis and release any information requested by the City of Moline.

A photocopy of the authorization can be used if the original is not available.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

I, \_\_\_\_\_, do hereby refuse to authorize and consent to any blood/urine/breath samples with the express understanding that such refusal can be used against me as evidence of my guilt in an employment context and as grounds for discipline.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit E - Form IV**

(EMPLOYMENT)

**RELEASE AND CONSENT FORM**

I, \_\_\_\_\_, being an applicant for employment with the City of Moline, Illinois, do hereby authorize \_\_\_\_\_ to take a urine sample or samples for the purpose of a substance abuse analysis and release any information requested by the City of Moline.

Said release and consent is limited expressly for the purpose of employment and I have been told and expressly understand that refusal to comply with the request for a urine sample at the time established by the City of Moline shall result in my application for employment being rejected and receiving no further consideration even if I later consent to give such urine sample. Further, I have been told and expressly understand that consent to comply with the request for urine sample and the results obtained therefrom cannot be used against me in any criminal proceedings.

A photocopy of the authorization can be used if the original is not available.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature