

Memorandum
Human Resources Department

To: Randy Tweet, City Manager
Subject: Fraternal Order of Police Contract Approval
Date: March 29, 2021



The City Bargaining Team has reached agreement with the Fraternal Order of Police (FOP), Lodge #57, which represents police officers and detectives, on a new labor contract for a three-year period beginning January 1, 2021.

This agreement provides for a general wage increase (GWI) of 0.50% retroactive to January 1, 2021, a 2.25% GWI on January 1, 2022, and a 2.50% GWI on January 1, 2023. Each fiscal year, employees will have the right to convert up to 80 hours of accrued sick leave at a 2:1 exchange rate for up to 40 hours of personal leave. Bereavement leave was also expanded to include grandchildren and domestic partners.

There were several non-economic issues that were dealt with and which met with the approval of both the union and the city bargaining team. Specifically, changes were made within the contract on such matters as: payment of dues, fair share, residency (Iowa), grievances/arbitrations, probationary period for new police officers (18 months), scheduling paid time off, termination of seniority, sick leave, dues authorization, substance screening policy, and there were some minor language revisions throughout the contract.

The economic package presented to the union fits within the total dollars calculation of the package approved by City Council.

The proposed contract has been ratified by the union and is now submitted for approval by the City Council.

Recommendation: The City Council is recommended to approve the labor agreement between the City and the Fraternal Order of Police, Lodge #57 for the period January 1, 2021 through December 31, 2023.

Submitted by: John Thorson, Human Resources Director

AN AGREEMENT BETWEEN THE CITY OF ROCK ISLAND, ILLINOIS
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING
ROCK ISLAND CITY F.O.P. LODGE NO. 57

January 1, 2021 – December 31, 2023

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Preamble

This Agreement is entered into by and between the City of Rock Island, Illinois (hereinafter referred to as the "City") and the Illinois F.O.P. Labor Council representing Rock Island City F.O.P. Lodge No. 57 (hereinafter referred to as the "Labor Council") . Whereas, it is the intent and purpose of the parties to set forth employment and other conditions of employment; to achieve and maintain harmonious relations between the City and the Labor Council; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department; now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Article I

Recognition

The City hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of establishing rates of pay, hours of work, and other conditions of employment for all full-time employees in the following class specifications:

<u>Class Code</u>	<u>Class Specification</u>
343	Police Officer
367	Police Detective

All sworn peace officers in the rank of Sergeant and above, all civilian personnel and any others excluded by the Illinois Public Relations Act, 1984, P.A. 83-1012; shall be excluded from the bargaining unit.

Article II

Non-Discrimination

Section 2.1 - Non Discrimination

In accordance with applicable federal and state law, neither the City nor the Labor Council shall discriminate against any employee covered by this agreement because of race, national origin, religion, sex, or political affiliation; nor shall there be any discrimination restraint or coercion by the City or Labor Council for or against any employee because of membership or non-membership in the Labor Council. Alleged violations of this Section shall not be subject to the grievance and arbitration procedure of this Agreement; however, such claims may be reviewed through the appropriate outside judicial or governmental agency based upon the nature of the claim.

Section 2.2 - Gender

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

Article III

Dues Deduction and Fair Share Payments

Section 3.1 - Dues Deduction

Upon receipt of mutually agreed upon form (See Appendix A) from an employee, the City shall deduct the amount of Labor Council dues, if any, set forth in such form and any authorized increase or decrease therein, and shall remit such deductions monthly to the Illinois F.O.P. Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the City of any change in the amount to be deducted, in writing, at least thirty (30) days prior to its effective date.

Section 3.2 - Payment of Dues

Upon receipt of a signed authorization from any employee in the form described in Appendix A, regular bi-monthly dues (uniform in dollar amount) of the Union shall be deducted from such employee's pay. The Labor Council shall notify the Finance Department (with a copy to the Human Resources Director) of the amount of uniform dues to be deducted. Deductions shall be made on the first and second paydays of each month and shall be promptly remitted to the Labor Council.

Should any employee be unable to pay their dues to the Labor Council base upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to the dues, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Labor Council. If the Labor 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 Labor Council that such payment has been made.

The Labor Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or because of, any action taken by the Employer for complying with the provisions of this Article.

Article IV

No Strike - No Lockout

Section 4.1 - No Strike

Neither Labor Council nor any of its agents, officers or employees for any reason will authorize, initiate, promote, aid, condone or engage in a strike, sympathy strike, slowdown, work stoppage, concerted refusal to perform overtime, mass absenteeism, or any other interference with the work and statutory functions or obligations of the City. The Labor Council agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this no-strike provision, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this provision to return to work. The City has the authority to discharge or discipline any employee who violates the terms of this no-strike provision.

Section 4.2 - No Lockout

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 4.3 - Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

Article V

Resolution of Impasse

Section 5.1 - Impasse

If in any case of dispute between the City and the Labor Council in which the collective bargaining process reaches an impasse with the result that the City and Labor Council are unable to effect a settlement, than the dispute or impasse shall be resolved according to provisions of Section 14 of the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

Article VI

Bill of Rights

In any disciplinary action against an employee represented by the Labor Council which could result in the removal, discharge or suspension, in excess of three (3) days of said employee, the City agrees to comply with the provisions of the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. If an informal inquiry results in a formal investigation or interrogation of any employee represented by the Labor Council which could result in discipline, as aforesaid, the employee shall have the right to be represented by legal counsel of his or her own choosing if he or she so requests. The Chief of Police may relieve an employee of duty and suspend the employee without pay.

Section 6.1 - Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Demotions
- Discharge

Disciplinary action may be imposed upon on an officer only for just cause.

If the Employer has reason to reprimand an officer, it shall be done in a manner that will not embarrass the officer before other officers or the public.

Section 6.2 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify the officer of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 6.3 - Predisciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the officer of the contemplated discipline to be imposed, the Employer shall notify the union of the meeting and then shall meet with the officer involved and inform the officer of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The officer shall be informed of his rights to union representation and shall be entitled to such. The officer and the union shall be given the opportunity to rebut or clarify reasons for such discipline.

Section 6.4 - Investigatory Interviews

Where the employer desires to conduct an investigatory interview of an officer where the results of the interview might result in discipline, the Employer agrees to first inform the officer that the officer has a right to union representation at such interview. The role of the union representative is limited to assisting the officer, clarifying the facts and suggesting other officers who may have knowledge of the facts.

Article VII

Work Rules and Regulations

Section 7.1 - Rules and Regulations

The City has the right to initiate rules and regulations, and the Labor Council agrees that employees covered by this Agreement shall comply with all rules and regulations (including verbal orders of supervisory personnel) presently in effect or subsequently promulgated by the Board of Fire and Police Commissioners and/or Police Department, as well as all applicable City Ordinances and Administrative Directives not in conflict with this Agreement.

Section 7.2 - Right to Grieve

An allegation that a rule, regulation, ordinance or administrative directive is being applied in violation of the express terms of this Agreement shall be subject to the grievance procedure.

Section 7.3 - Written and Verbal Orders

To enable the Chief to efficiently administer the Police Department, he shall have the authority to issue written and verbal orders, which shall be effective immediately upon issue.

Section 7.4 - Residency

Employees covered under this Agreement are subject to the following residency requirements:

Employees may reside in the states of Illinois or Iowa and must be within a sixty (60) minute commute time from their residence to the police department. The parties expressly agree that any future changes to this residency requirement are subject to interest arbitration wherein the interest arbitrator shall have the unfettered right to award and maintain out-of-state residency, despite the provisions of Section 14(i) of the ILPRA.

- a) New hires and employees covered by this Agreement are hereby exempt from ordinance 91-131 and any ordinance that provides a restriction upon an employee's residency should any such ordinance be in conflict with the terms of this provision.

Section 7.5 - Voluntary Demotion to the Rank of Detective

Effective upon execution of this Agreement, an employee who has been successfully promoted from the rank of detective and certified to the rank of sergeant, and who seeks a voluntary demotion to the rank of detective, may only return to the detective rank upon successful completion of the promotional testing process and placement upon a certified eligibility list for the detective rank. Assignment to the rank detective shall then be as provided by the City of Rock Island Board of Fire and Police Commission rules and regulations relating to such assignments. The foregoing shall not limit the demotion or reemployment of promoted employees during their six (6) month probationary period as provided by the City of Rock Island Board of Fire and police Commission rules and regulations.

7.6 - Substance Screening Policy

Employees shall be subject to substance screening for the presence of drugs and alcohol as provided in Appendix C – Substance Screening Policy of this Agreement.

Article VIII

Grievances & Arbitration

Section 8.1 - Definition

A grievance is a dispute or difference of opinion raised by an employee or the Labor Council covered by this Agreement against the City involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 8.2 - Filing Grievances

An employee represented by the Labor Council may process a grievance during working hours provided the following conditions are met:

- a) Only one (1) other employee represented by the Labor Council shall be excused from work to represent an employee who is processing a grievance.
- b) All meetings with supervisors shall be scheduled in advance with the Police Chief.
- c) Supervisors shall make reasonable efforts to schedule a meeting to discuss the grievance at the earliest possible time.
- d) No employee shall be excused from work to investigate a grievance, unless an immediate answer is required and the employee has advance approval from his supervisor.
- e) No grievance shall be filed or processed without the consent and participation of the employee(s) involved, except when a grievance is filed on behalf of all Labor Council members.
- f) All grievances shall be filed or appealed in a timely manner according to time limits specified or they shall be considered null and void.

Section 8.3 - Processing Grievances

The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously. All grievances must state the facts of the complaint, the section(s) of this Agreement involved and the relief requested at the appropriate initial step. A grievance shall be processed in the following manner.

Step 1 - Immediate Supervisor. Employee(s) who have a grievance shall be encouraged, but not required, to first meet with their supervisor in an attempt to resolve the complaint prior to filing a formal grievance in accordance with Step Two below.

Step 2 - Chief of Police. Employees or the Labor Council may file a grievance in written form with the department head within ten (10) calendar days of the event or occurrence which precipitated the grievance or within ten (10) calendar days of when the employee(s) should have become aware of the event or occurrence through reasonable diligence and attention. Said grievance shall be reviewed by the Management Grievance Committee, which shall be comprised of the employee's Bureau Commander, the Police Chief, and the Human Resources Director. Said committee shall render a written decision on the grievance within ten (10) calendar days of the date the grievance was filed.

Step 3 - City Manager. Employees or the Labor Council may appeal the decision of the Management Grievance Committee by filing a written appeal with the City Manager within ten (10) calendar days of the date of the Committee's decision, or within ten (10) calendar days of when the employee(s) should have become aware of the Committee's decision through reasonable diligence and attention.

The City Manager shall render a written decision on the appeal within ten (10) calendar days of the date it was filed.

Section 8.4 - Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee knows or through the exercise of reasonable diligence should have known of the occurrence of the event giving rise to the grievance. If the grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or appeal thereof within the specified time limits, the grievant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

The time limits at any step may be extended by the mutual written agreement of the parties involved at that particular step.

Section 8.5 - Arbitration

Only a grievance which is a dispute of difference of opinion raised by the Labor Council, an employee, or by a group of employees (with regard to a single common issue) covered by this Agreement against the City involving the meaning, interpretation, or application of the express provisions of this Agreement may be referred to binding arbitration.

The City retains the right to continue to establish work rules and regulations and such decisions shall not be subject to final and binding arbitration except where such rules and regulations are in conflict with the terms of this Agreement.

Any grievance pertaining to rules and regulations involving suspension, demotion or dismissal shall be subject to review under Section 8.10, "Appeals of Suspensions, Demotion or Dismissal".

If an eligible grievance is not settled in accordance with the foregoing procedure, the employee or Labor Council may refer the grievance to binding arbitration by submitting a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's or designated representative's decision. Only grievances which have been authorized by the Labor Council shall be referred to binding arbitration.

The City and the Labor Council will file a joint request for a list of nominees for arbitration with the Federal Mediation and Conciliation Service within six (6) months after the Union files the written notice of its intent to refer the grievance to binding arbitration.

Section 8.6 - Selection of Arbitrator

The City and Labor Council shall jointly request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternate striking of names. The party demanding arbitration shall strike the first two (2) names, after which the other party shall strike two (2) names. After four (4) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Labor Council requesting that he set a date and time for the hearing, subject to the availability of City and Labor Council representatives. All arbitration hearings shall be held in Rock Island.

For interest arbitrations, the parties will obtain a seven (7) member panel from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternate striking of names. A coin flip determines who strikes first, and each side takes a turn striking an arbitrator. After six (6) names are stricken by this procedure, the remaining person shall be the arbitrator.

Section 8.7 - Authority of Arbitrator

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or applicable Personnel Rules. He shall only consider and make a decision with

respect to the specific issue submitted and shall not have authority to make a decision on any other issue not so submitted to him.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall determine an appropriate remedy.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 8.8 - Payment of Arbitration Costs

Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and Labor Council. The City and Labor Council shall be responsible for compensating its own representatives and witnesses. If either the City or Labor Council desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record. If the other party desires a copy of the proceedings, it agrees to pay half of the costs of preparing the record as well as the costs of making a copy.

Section 8.9 - Time-Off

An employee grievant shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One (1) employee Labor Council representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and unpaid time to attend arbitration hearings.

Section 8.10 - Appeals of Suspension, Demotion or Dismissal

All suspensions, demotions or discharges of non-probationary officers must be with just cause. Employees represented by the Labor Council who are appealing a suspension, demotion or dismissal shall be required to file a written grievance within ten (10) calendar days of the effective date of the suspension, demotion or dismissal. Appeals not filed within the time limit shall be void.

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to demote, discharge or suspend (for up to thirty (30) calendar days) a non-probationary officer for just cause, without filing charges with the City Board of Fire and Police Commissioners. Neither the Police Chief nor the City or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead, all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designee with respect to the demotion, suspension or dismissal action shall be deemed final, subject only to the review of said

decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her demotion, suspension or dismissal, the grievance shall be processed in accordance with Sections 8.3 and 8.4 of this Article/Agreement, except that it shall be filed directly at Step 2 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedures set forth in Article VIII of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 5/10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any demotion, suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the City Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any counseling letter, verbal warnings/reprimands or written warnings/reprimands, shall not be subject to the grievance and arbitration procedure.

Article IX

Labor - Management Meetings

Representatives of the Labor Council and City may meet at mutually agreed upon times at the request of either party to discuss matters of mutual interest, exchange information, resolve potential conflicts and improve general communications.

Article X

Labor Council Activity

Section 10.1 - Attendance at Union Functions

Employees elected or appointed to represent the Labor Council shall be granted leave to perform Labor Council business with the advance approval of the Police Chief, provided that the total leave for the purpose set forth in this Section shall not exceed fourteen (14) eight (8) hour working days during any fiscal year or require any cost to the City.

Section 10.2 - Bulletin Boards

The City shall provide the Labor Council with designated space on available bulletin boards in the Police Department for the posting of Labor Council meeting notices and similar information. No posting of a derogatory or inflammatory nature shall be allowed and all postings shall be reviewed by the Police Chief or his designee prior to posting. All materials posted shall be marked regarding the date on which the material shall be removed from the bulletin board. Materials posted which are not reviewed by the Police Chief or his designee shall be removed.

Article XI

Layoffs

In the event the City determines that a reduction in force is necessary, employees with the least seniority in the Police Department shall be laid off first. Layoffs shall be in accordance with the applicable provisions of 65 ILCS 5/10-2.1-18.

Article XII

Seniority

Section 12.1 - Definition

Effective the date of execution of this Agreement, seniority shall be defined as an employee's length of continuous full-time employment with the City since their last date of hire as a patrolman or date of promotion as a detective less any adjustments due to unapproved leaves without pay, including disciplinary suspensions of any length, in-line of duty injury leave exceeding one (1) year in relation to the same injury, or any periods of part-time and/or temporary employment.

Section 12.2 - Probationary Period

The probationary period shall be eighteen (18) months in duration. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 12.3 - Determination of Seniority

In the event that more than one (1) person is hired on the same day, persons shall receive seniority preference based upon their order of hire, which shall be determined by their relative numerical scores on the Board of Fire and Police Commissioner's final eligibility list, the higher score indicating the greater seniority.

Section 12.4 - Scheduling Paid Time-Off

Vacation, holiday and personal leave will be scheduled in so far as possible and practical, at those times requested by each employee based on departmental seniority. In order for seniority to have standing, employees must elect any combination of vacation, holiday and personal leave in minimum blocks of forty (40) hours. The selection period will run from December 1 through December 31 with the posting of pre-approved leave will occur within pay period #2 of the new fiscal year. After January 1, seniority shall not apply in the selection of vacation, holiday or personal leave. After January 1, employees may request leave time in less than forty (40) hour blocks, but must do so not more than thirty (30) days prior to the requested date(s) off.

Vacation, holiday and personal leave schedules may be adjusted to accommodate seasonal operations, significant revisions in organization, work assignments, the number of personnel in a particular rank or in case of an emergency as determined by the City.

Employees may request leave time in less than forty (40) hour blocks, but must do so not more than thirty (30) days prior to the requested time off. In the event a request for time off is denied, a copy shall be made for the employee citing the reason for the denial, with the original time off request being maintained by the Employer.

In the event an employee cancels a pre-approved time off request of less than forty (40) hours and at least forty-eight (48) hours in advance, or if additional manpower is added to the shift, the employer will review the denied time off file for that period prior to granting any additional time off requests. Time off would be offered to the oldest denial first.

Supervisors shall make a reasonable attempt in notifying those employees whose time off request had been previously denied. Supervisors shall not be required to leave messages on answering machines, voice mail, or wait for officers to return calls.

One (1) time per fiscal year, employees may request a single, eight (8) hour block between 31 – 60 days prior to the requested time-off, approved subject to established manpower standards (i.e. special events, on-going problems, significant revisions in the organization or in case of an emergency) as determined by the City. The City shall have the discretion to which actions must be taken to enable the request to be approved.

Approval / denial of the employee's time off request will be made by the City at least fourteen (14) days prior to the requested time off.

Section 12.5 - Termination of Seniority

An employee's seniority shall be terminated for any of the following reasons:

- a) An employee is terminated for just cause by the City,
- b) An employee terminates his employment with the City for any reason,
- c) An employee fails to report to work after expiration of an authorized leave, unless the employee provides, in writing, an explanation that is, in the Police Chief's sole discretion, an acceptable reason for the failure to report.

- d) An employee is laid off pursuant to the provisions of this Agreement for a period of twenty-four (24) months,
- e) An employee accepts gainful employment while on approved leave of absence from the Police Department except where the employee has received prior approval from the Chief of Police for part-time employment,
- f) An employee is absent for three (3) consecutive scheduled work days without proper notification or authorization,
- g) An employee engages in any type of work stoppage, work slow-down, or other type of work interruption,
- h) An employee is terminated or terminates his employment with the City to accept a permanent retirement or disability pension,
- l) An employee is absent due to illness or injury for more than eighteen (18) months.

Section 12.6 - Shift Assignments

At the beginning of each fiscal year, the Chief of Police shall make shift assignments for officers assigned to patrol. Shift assignment duration will be for two separate six-month periods during the fiscal year; on or about January 1st through June 30th and on or about July 1st through December 31st. During the shift selection period each officer will bid their assignments for both six-month periods. The shift schedule shall be posted no later than December 1st to be effective on or about January 1st and on or about July 1st. Shift assignments shall be based upon the employee's seniority within his rank, his preference, and the need to balance shift assignments on the basis of experience and expertise.

After the initial shift assignments have been made, the Chief of Police may adjust manpower as needed. If it is determined that manpower is needed on a given shift and/or days off group, the Chief of Police will determine which shift and/or days off group the replacement manpower will be assigned from. The replacement manpower will be chosen from the selected shift and/or days off group based upon the employee's seniority within rank, their preference, and the need to balance assignments on the basis of experience and expertise. The need to make manpower assignments will not re-open the shift bidding process.

The Chief of Police may change an employee's shift assignment and will give at least twenty-four (24) hours advance notice, unless emergency prevents such notice.

Article XIII

Leaves

Section 13.1 - Vacation

Permanent employees shall be eligible to accumulate paid vacation leave. All vacation leave must be approved in advance by the employee's command officer. Probationary Police Officers shall not accrue paid vacation leave, but upon successfully completing twelve (12) months of service they shall receive an accumulation equal to twelve (12) months of service.

Effective the first pay period following ratification by the City and union, non-probationary employees and employees with twelve (12) months of service or more in the class specification of Police Officer and Police Detective shall accumulate paid vacation leave as follows:

0 thru 6 years of service = 3.1 hours/pay period
7 thru 9 years of service = 4.6 hours/pay period
10 thru 14 years of service = 5.2 hours/pay period
15 thru 19 years of service = 7.1 hours/pay period
20 and over years of service = 7.7 hours/pay period

Permanent employees and employees with twelve (12) months of service or more earn vacation leave each pay period as set forth in this Section provided he receives pay for at least one-half (1/2) the total number of hours he was scheduled to work during that pay period. No employee shall be allowed to use paid vacation leave in any pay period in excess of the total vacation leave accrued as of the beginning of the pay period in which leave is to be taken.

No employee shall accumulate vacation leave in excess of one and one-half (1 ½) times their normal accrual rate as of the end of the pay period which is paid on the last payday in December of each fiscal year. Upon separation from employment with the City, all permanent employees and employees with twelve (12) months of service or more shall be paid for whatever vacation leave he may have accumulated.

Section 13.2 - Official City Holidays

The City shall provide an annual notice that sets forth those designated official City holidays.

On the first day of the fiscal year each employee shall receive sixty-four (64) hours of paid leave to use during the fiscal year. Employees regularly working Monday through Friday shall use holiday leave on days specified by the annual notice of official City holidays.

Employees who are within their first twelve (12) months of service on the first day of the fiscal year shall not receive holiday time until they have completed their first twelve (12) months of service and at that time shall receive sixty-four (64) hours of holiday leave.

Starting April 1, 2013, employees working on July 4, Thanksgiving, Christmas and New Years day will be paid time and one-half for all hours worked on the holiday shift. The holiday shift is defined as the shift which begins on the actual holiday. No change to the holiday bank provisions.

Starting January 1, 2017, employees working on Memorial Day, Labor Day, day after Thanksgiving and Christmas Eve day will be paid time and one-half for all hours worked on the holiday shift. The holiday shift is defined as the shift which begins on the actual holiday. No change to the holiday bank provisions.

Employees who resign in good standing shall receive pay for any unused holiday leave.

All holiday time accumulated must be used within that fiscal year and shall not be carried over from one (1) fiscal year to the next.

Section 13.3 - Personal Leave

Employees working an average forty (40) hour week at the rate of eight (8) hours per day shall be allowed thirty-two (32) hours of personal leave per fiscal year. Employees working an average 40 hours per week at the rate of ten (10) hours per day shall be allowed forty (40) hours of personal leave each fiscal year.

Personal leave may be taken at any time for any reason provided the employee obtains the advance approval to use such leave from their appropriate supervisor. Such approval shall not be withheld without just cause.

Personal leave is not accumulative from one (1) fiscal year to the next fiscal year. All personal leave not used by the end of the fiscal year shall be forfeited.

Probationary Police Officers shall not be allowed to use any personal leave benefits until they have completed their first twelve (12) months of service.

Section 13.4 - Sick Leave

Employees represented by the Labor Council shall be allowed to accumulate sick leave at the rate of 3.7 hours per pay period provided they receive pay for at least 40 hours in a pay period. Sick leave may be accrued without limit and no employee shall be allowed to use sick leave in excess of their accrual as of the beginning of the pay period in which it is to be used.

Sick leave benefits are provided for the specified purpose of maintaining an employee's regular earnings when he/she is absent due to non-work related illness, injury or medical/dental appointments or when the employee is absent due to illness, injury or medical/dental appointments of the employee's child, step-child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, domestic partner or stepparent in accordance with 820 ILCS 191/1, et al.

Employees referred to the Employee Assistance Program shall be allowed to use sick leave benefits for treatment prescribed by the E.A.P. referral agency and as approved and documented by the E.A.P. Coordinator.

The Chief of Police may require adequate proof of illness or of the need to attend to a member of the employee's immediate household before allowing sick leave benefits to be used.

Employees who are fired or dismissed for just cause shall not be eligible for any payments for unused accumulated sick leave.

Employees who do not provide a written fourteen (14) day calendar notice of resignation shall forfeit 80 hours of the final amount of sick leave eligible for payment.

Employees shall be paid for fifty (50%) percent of unused accumulated sick leave up to a maximum of 50% of their unused accumulated sick leave as of March 31, 1978. These hours are payable at the employee's hourly rate of pay as of March 31, 1978.

Employees who resign in good standing at the minimum retirement age with at least the minimum years of service to qualify for a pension or employees who resign in good standing with at least twenty (20) years of continuous service (excluding any periods of temporary employment or period of absences in excess of thirty (30) consecutive calendar days) shall be eligible for payments of unused accumulated sick leave in excess of their hours accumulated as of March 31, 1978 as follows:

- a) Eligible employees as described above shall be paid for fifty (50%) percent of their unused accumulated sick leave which is in excess of their balance as of March 31, 1978.
- b) The employee's average hourly salary as of March 31 of each year following March 31, 1978 shall be the rate of pay at which sick leave hours described in (a) above shall be paid.

Employees hired on or after April 26, 1994 will be eligible to accrue up to one year of sick leave benefits. These employees will not receive compensation for accrued sick leave benefits upon their separation from employment with the City of Rock Island.

Section 13.5 - Bereavement Leave

All probationary and permanent employees shall be allowed up to twenty-four (24) hours of paid leave for a death in the employee's immediate family. For bereavement leave purposes, immediate family shall be defined as the employee's or his/her spouse's mother, father, sister, brother, son, daughter, husband or wife, grandparents, grandchild, domestic partner or any other relative who lives in the same household as the employee.

Section 13.6 - Job Related Disability Leave

Job related disability leave shall be in compliance with 5 ILCS 345/1-the Public Safety Employee Disability Act, 820 ILCS 305/1-the Workers Compensation Act, and 5 ILCS 310/1-the Workers Occupational Diseases Act.

Section 13.7 - Military Leave

The City and FOP, Lodge #57 shall follow the guidelines established by the Military Leave of Absence Act (5 ILCS 325/) enacted by the State of Illinois for any full-time employees requesting leave for any period actively spent in the military service.

Employees serving in the military reserves or guard may flex their individual days-off, with prior approval, in order to attend weekend drills so long as such flexing does not cause

additional overtime costs to the City. Employees requesting to flex their schedules shall provide as much advance notice as possible prior to the pay period in which the days-off flexing is to take place.

All flex time must be accomplished within the same pay period.

Section 13.8 - Special Leave

Special leave may be allowed with pay for employees to attend training sessions, professional conferences, and other types of meetings, and educational seminars which are beneficial to the employee in the performance of his/her duties. Special leave requires the approval of the Chief of Police and the City Manager.

Section 13.9 - Medical Leave

Permanent employees who have a temporary disability which prevents them from working and who have exhausted all sick leave benefits shall be allowed unpaid medical leave for a period not to exceed six (6) months provided all of the following conditions are met:

- a) The temporary disability is verified by the City Physician;
- b) The disability is temporary in nature;
- c) The City Physician certifies that the employee has a reasonable chance to fully recover from the disability and return to work within six (6) months;
- d) The employee files a request for the unpaid medical leave within seven (7) calendar days after the exhaustion of his/her sick leave.

Following medical leave approval, the employee may be placed on Family Medical Leave Act (FMLA) provided he or she has met the qualifications under the city's FMLA policy.

Unpaid medical leave beyond six (6) months may be granted for an additional six (6) months provided all of the above listed conditions are met and such an extension is approved by the Chief of Police, the Human Resources Director and the City Manager.

Section 13.10 - Unpaid Leave of Absence

Leaves of absence without pay may be granted for periods of up to one (1) year in length subject to the approval of the Chief of Police, Human Resources Director and the City Manager. Leaves of absences may be granted for various reasons which serve the mutual benefit of the employee and the City of Rock Island.

Section 13.11 - Emergency Leave

In the event of a personal emergency and the notification of his/her supervisor, an officer will be released from duty as soon as the situation can be made safe for the general public and other officers. The officer will return to duty as soon as possible and justify the leave to his/her supervisor. If the supervisor agrees with the need for the emergency leave, the officer may take the lost time as approved leave without pay or paid leave if the circumstances satisfy the use of that paid leave. If the supervisor does not agree with the

need for emergency leave, the lost time will be considered as an unpaid, unexcused absence and the officer will be subject to disciplinary action.

Section 13.12 - Conversion of Sick Leave for Personal Leave

Each fiscal year, each employee covered by this Agreement shall have the right to convert up to eighty (80) hours of accrued sick leave time pursuant to Section 13.4 at a two (2) for one (1) exchange rate for up to an additional forty (40) hours of personal leave time. Said converted hours shall then be subject to the same requirements as other personal leave as described in Section 13.3. A minimum of one hundred ninety-two (192) hours of accrued sick leave must continue to be available to the employee after executing a conversion as described in this Section.

Article XIV

Wages

Section 14.1 - Wages

Annual base salaries for employees covered by this Agreement shall be compensated retroactively from January 1, 2021 with a general wage increase of one half of one percent (0.50%), January 1, 2022 with a general wage increase of two and one quarter percent (2.25%), and January 1, 2023 with a general wage increase of two and one-half (2.50%) in accordance with wages attached hereto and incorporated herein as Appendix I.

Section 14.2 - Hourly Wage

For the purpose of this Agreement, the average hourly rate for all employees shall be computed by dividing the employee's annual salary by 2,080 hours and rounding off to the nearest penny.

Section 14.3 - Pay Periods and Pay Days

Pay periods shall be two (2) calendar weeks in length and shall begin on Monday and end on Sunday. Pay days shall be on the Friday following the last day of the pay period.

Section 14.4 - Step Increases

Step increases for employees shall be given at the beginning of the pay period immediately following the employee's anniversary date of appointment to that classification until he reaches the seventh (7th) step of the salary range established for his classification.

Step increases for any employee may be withheld or delayed for disciplinary reasons. The delay or withholding of an employee's step increase must be approved by the City Manager before becoming effective.

Section 14.5 - Longevity

Longevity pay increases shall be given to full-time permanent employees upon completion of 5, 10, 15, 20, 25, and 30 years of continuous service.

Longevity pay increases shall be given an employee solely on the basis of continuous full-time employment with the City since the employee's last date of hire less any adjustments due to unapproved leaves without pay, including disciplinary suspension of any length, in-line of duty injury leave exceeding one (1) year in relation to the same injury, approved leaves without pay exceeding thirty (30) consecutive calendar days, or any periods of part-time and/or temporary employment.

Longevity pay increases shall be effective at the beginning of the pay period immediately following the employee's appropriate anniversary date.

On March 29, 2004, longevity increases for employees shall be in the amount of two-percent (2%) between all longevity steps in the pay plan after the completion of 5, 10, 15, 20, 25, and 30 years respectively. Longevity pay shall be figured exclusively on the employee's base wage and shall exclude shift differential, specialty pay, wages received for working out of classification and overtime.

Longevity pay increases shall be granted to full-time permanent employees only.

Section 14.6 - Shift Differential

Employees working second and third shift shall receive shift differential in the amount of twenty-five (\$.25) cents for second shift and thirty (\$.30) cents for third shift per hour.

Section 14.7 - Specialty Pay

Employees shall receive specialty pay in addition to other pay in which they are entitled. Field Training Officer \$1300, K-9 \$700, Traffic Specialist \$400, Narcotics Specialist \$1300 and Gang Task Force \$1300. The specialty pay shall be added to the base pay and the specialty pay shall be paid to employees in twenty-six (26) equal payments during each fiscal year and added to regular pay for so long as they are performing specialty work.

Section 14.8 - Working Out of Classification

Employees assigned to perform the duties of higher classification for twenty-one (21) calendar days or longer shall receive a pay increase of five percent (5%). Upon expiration of the short-term assignment, the additional pay shall be discontinued. The short-term assignments shall not be considered as promotions, but only as assignments outside of employee's normal duties for which they receive additional compensation. An officer shall not serve in such assignment for more than six (6) months.

Section 14.9 - Wages on Promotion

The base pay of an officer being promoted will be raised to a step in the pay classification plan that is at least five (5%) percent above the base pay of the officer prior to promotion. In the event that the current base pay of the officer is less than five (5%) percent below Step G of the pay classification to which he/she is being promoted, the officer will receive a pay increase of five (5%) percent upon promotion.

Section 14.10 - Direct Deposit

Effective the date of execution of this agreement, direct deposit will be required of all employees.

Section 14.11 - Severance Payment

Effective April 1, 2010, employees covered by this Agreement shall be allowed to directly receive their severance payment or place all or part of it in the ICMA-RC 457 Plan. Plan contributions are on a pre-tax basis and must originate from the City's payroll system and are subject to Plan rules.

Article XV

Work Hours and Overtime

Section 15.1 - Application of Article

This Article is intended to define the normal hours of work and to provide the basis for calculating overtime payments. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 15.2 - Normal Workday and Workweek

The normal workday shall be defined as eight (8) consecutive hours of work within a 24-hour period. The workweek shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The normal workweek shall consist of forty (40) hours in a seven (7) consecutive day period. These hours shall be inclusive of fifteen (15) minute roll call time for patrol officers only.

Section 15.3 - Change in Normal Workday and Workweek

The hours, workdays and shifts to which employees are assigned shall be based upon the seven (7) day departmental work schedule. Should it be necessary in the interest of efficient operations or emergencies to establish schedules departing from the normal seven (7) day work period, or workday, or workweek, the Chief of Police shall have the sole authority to make such changes.

Section 15.4 - Overtime

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond forty (40) per week or eight (8) per day, which may occur in their seven (7) day work departmental work schedule. Hours determined at the conclusion of the seven (7) day work schedule to be eligible for overtime compensation will be compensated for on the pay period immediately following the end of the seven (7) day work schedule.

Employees may elect to accrue compensatory time in lieu of a cash payment for overtime at the employee's discretion. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) hours for each compensatory hour earned and shall be subject to the limitations outlined in Section 15.6 below.

Section 15.4.1-Overtime Assignment

a) Continuation of straight time duty assignment: Officers may be permitted to work overtime as a continuation of a duty assignment begun prior to the end of a tour of duty with the authorization of the supervisor.

b) Selection based on regular assignment: Officers may be selected to work overtime on an assignment related to their field of expertise such as Elderly Service Officer, Crime Prevention, Gang, Emergency Response Team, CAPE Officers, Housing, Traffic Specialist, FTO, Speakers Bureau, etc.

c) Watch staffing: In the event manpower levels fall below those limits set for each Division, the Watch or Assistant Watch Commander shall have the authority to supplement the Watch to these levels.

(i) In order to supplement the Watch the on-duty supervisor shall first contact the on-duty officers and assign the overtime according to volunteer seniority.

(ii) If none of the officers working the on-duty shift volunteer to work the required overtime, and time permits, the supervisor should then attempt to contact the officers who are on their scheduled days off. The supervisor shall attempt to contact these officers and offer the voluntary overtime according to seniority.

(iii) When minimum manpower cannot be met by using officers who would voluntarily work the overtime and/or the notice is less than four (4) days, the Watch or Assistant Watch Commander shall have the authority to:

a. Order the least senior officer to hold over from the previous watch or report early for their upcoming watch.

b. Order an off duty officer(s) to report for duty based on seniority.

(iv) Supervisors must keep in mind time restraints when attempting to meet minimum manpower standards and shall not be required to leave messages on answering machines, voice mail, pagers or wait for officers to return calls.

(v) If four (4) days or more notice is given of a deficiency in manpower, the Watch or Assistant Watch Commander shall make available in the Field Operations Bureau Rotator a sign up sheet requesting volunteers to work on the date(s) needed. Selection shall be based on seniority by the total number of overtime hours worked.

d) Special Assignments: Special assignments designated by the management staff shall be handled in accordance with normal management prerogatives.

e) Special Assignments Initiated by Officers: Special assignments initiated by officers shall be handled by the initiating officers with those officers he and/or the management staff select.

f) Detective Bureau Overtime: General overtime assignments which emanate from the Detective Bureau, whenever practical, will be offered and filled by rank seniority within the bureau. In cases of an emergency or of a short or late notice of a need to fill an overtime assignment, such assignments may be filled without offering the assignment on a seniority basis. Special assignments designated by the management staff shall be handled in accordance with normal managerial prerogatives.

Section 15.5 - Call Back

Employees called back to work outside of their normal duty schedule shall be paid a minimum of two (2) hours at time and one-half (1-1/2) even if the actual time worked is less than two (2) hours. This minimum is void if the actual time worked overlaps with their normal work schedule.

Section 15.6 - Compensatory Time

Employees may elect to accrue compensatory time in lieu of a cash overtime payment for call back hours worked with the following limitations:

a) Compensatory time shall be accrued at a time and one-half rate.

b) If compensatory time is elected in lieu of a minimum payout for call back, court appearance or stand-by, the minimum number of hours eligible for cash payment at the time and one-half rate shall be allowed as compensatory time.

c) Commencing April 1, 1996, compensatory time shall not be allowed to accrue beyond eighty (80) hours; provided, however:

(i) Employees who as of April 1, 1996, have in excess of eighty (80) hours of compensatory time accrued shall be allowed to retain such hours for future use, but shall not be permitted to further accrue compensatory time until such hours in excess of eighty (80) have been used or bought back by the Employer pursuant to the provisions of subsection (c) (ii) below;

(ii) On April 1 and October 1 of each successive year the Employer shall have the right, should it so choose, to buy back employees' accrued compensatory time hours in excess of forty (40). Payments of compensatory time hours bought back shall be made by separate check to each employee within thirty (30) calendar days of April 1 and October 1 respectively.

- d) Compensatory time shall only be used with the advance approval of the employee's appropriate supervisor. No employee shall be allowed to use more than one week of accrued compensatory time in conjunction with their vacation and/or personal time.
- e) The employee shall make his choice (overtime or compensatory time) known to his appropriate supervisor not later than the end of the pay period in which the overtime hours were worked.

Section 15.7 - Court Time

Employees who are required to appear in court or to attend pre-trial conference during their regular off-duty time in order to represent the City shall be paid a minimum of two (2) hours at time and one-half for the first appearance in a day. For more than one (1) appearance in the same day the minimum shall be one (1) hour at time and one-half. The minimums are void if either overlap with the employee's regular work schedule.

Section 15.8 - Miscellaneous

Effective the first pay period following ratification by the City and union, employees in the class specification of Police Detective shall receive seven (7) hours additional compensation at their regular hourly rate of pay for each week they are assigned to be on-call.

Effective the first pay period following ratification by the City and union, the on-call detective and high school liaison officer will be provided with a City take-home vehicle. The on-call detective must respond as quickly as possible, but no later than sixty (60) minutes after being called.

Section 15.9 - K-9

Employees assigned to perform the duties of K-9 officer shall receive an additional one (1) hours pay at the overtime rate for each week of such assignment. The Officer may elect to accrue compensatory time in lieu of a cash payment at the employee's discretion.

Article XVI

Clothing Allowance

Section 16.1 - Quartermaster System

The City shall have a quartermaster system as described in this Article. The purpose of the quarter master system is to insure that employees maintain a professional appearance in uniform.

The City shall provide new officers with their initial uniform issue as determined by the Chief of Police.

For a uniform purchase, officers must provide a completed Request for Uniform Replacement or Purchase form to the Chief and have the Request approved by the Chief in his sole discretion prior to the purchase to secure payment for the purchase under this Article. The quartermaster system will not cover optional articles (e.g. leather jacket). The purchase must be from an authorized vendor. There shall be no reimbursement for cleaning. Plain clothes officers shall be required to maintain a minimum of one complete uniform for winter and summer.

Section 16.2 - Plain Clothes Officer Clothing Allowance

Starting on January 1 of each fiscal year of the contract, plain clothes officers designated by promotion, assignment and/or appointed by the Chief of Police shall be eligible to receive an annual clothing allowance of seven hundred fifty (\$750) dollars.

Employees working as a plain clothes officer after the start of the fiscal year shall be eligible to receive a prorated clothing allowance as follows:

- a) Seven hundred fifty (\$750) dollars shall be paid upon promotion, assignment and/or appointment by the Chief of Police;
- b) The clothing allowance shall be prorated by dividing the annual allowance by fifty-two (52) weeks and multiply by the number of weeks the employee was ineligible for the clothing allowance; and
- c) The prorated amount shall be subtracted from next year's clothing allowance.

Employees will be allowed to purchase authorized plain clothes by charging items through a list of approved vendors or purchasing items through other retail establishments not on the vendor list. Employees who purchase items through other retail establishments will be reimbursed, exclusive of sales tax, for their purchases upon submission of receipts.

The items of clothing authorized to be purchased are acceptable business attire such as but not limited to: ties, belts, dress overcoats, dress sport coats/blazers or jackets (female), suits, dress shirts or blouse, dress shoes, dress slacks. Detectives shall also be authorized

to purchase police related items such as holsters, raid jackets, magazine holders, handcuff case, weapon light holder and key holder as approved by department policy.

Dry cleaning of such clothing is an acceptable expense that can be applied towards the clothing allowance.

Employees working as plainclothes officers receiving clothing allowance shall be subject to income reporting as required by the IRS on all items that are not exempt from such reporting. All non-exempt items purchased using the clothing allowance shall be the property of the employee. All exempt items purchased under this agreement during the final year of employment shall be turned into the department.

Detectives or officers assigned to special assignments, as designated by the Chief of Police, are authorized to purchase the aforementioned items in addition to appropriate clothing e.g. tennis/athletic shoes, sweat shirts, jeans, khakis, Polo type shirts, holsters, raid jackets, magazine holders, handcuff case, weapon light holder and key holder.

Clothing damaged in-the-line of duty will be replaced or repaired at City expense.

Article XVII

Educational Reimbursements

Employees shall be eligible for partial reimbursement for the costs of books and tuition for Police related work and/or training approved by the Police Chief, Human Resources Director and City Manager subject to the following conditions:

- a) All requests for reimbursement shall be applied for and approved prior to the beginning of the class/training,
- b) Approved reimbursement shall be paid only after successful completion of the class/training and submissions of the proper documentation (receipt, canceled check, etc.),
- c) Approved reimbursements shall be at a rate of one hundred (100%) percent of the costs for books and tuition and shall not exceed two thousand (\$2,000) dollars per fiscal year per employee,
- d) Reimbursements shall not be made if employees are eligible for reimbursement from other sources.

Article XVIII

Fitness and Activity Center Membership

All employees represented by the Labor Council are encouraged to maintain a high level of physical fitness in order to perform at their optimum level. In prior years to promote fitness, the City paid two hundred thirty-five (\$235) dollars each year to the health and fitness facility of the employee's choice. Beginning April 1, 1998, the City no longer pays health and fitness facilities directly for these memberships. Rather, each employee was provided

two hundred sixty (\$260) dollars added to his/her base wage on April 1, 1998 to offset expenses incurred by the employee in remaining physically fit to perform his/her duties. This amount shall be added to the base wage permanently and will therefore gradually increase over time as the wage scale increases.

Article XIX

Safety Vests

The City shall provide for the maintenance of the protective vests which are issued to employees by the City. The City will follow manufacturer's specifications on replacement practices for worn and damaged vests.

Article XX

Rock Island Municipal Employees' Health Benefit Plan

The subject of health insurance has been deferred to the City of Rock Island Health Care Planning Committee by the Agreement for Labor/Management Health Care Planning Committee.

Article XXI

Access to Employee Records

It is understood and agreed that all employee records, including personnel records, disciplinary records, complaints against officers, Internal Affairs records, and investigatory records are confidential and private. The use and review of all such records shall be strictly and solely limited to the Employer and the Employer's agents, the respective employee and the employee's authorized agent, except for disclosures required by law.

The City agrees that it will comply with the Illinois Review of Personnel Records Act, 820 ILCS 40/0.01 and the Labor Council agrees that administration and enforcement of the provisions of the Act shall be limited to the administration and enforcement provided for in the Act.

Article XXII

Savings Clause

In any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect, in such event, upon the request of either party, the parties shall meet promptly and negotiate

with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Article XXIII

Entire Agreement

This Agreement, together with any side letters executed contemporaneously with or subsequent to this Agreement, constitutes the entire Agreement between the parties and concludes collective bargaining on any subject.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Labor Council, for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Article XXIV

Duration

Section 24.1 - Term of Agreement

This Agreement shall be effective from January 1, 2021 and shall remain in full force and effect until December 31, 2023. The provisions of this Agreement shall be automatically renewed from year-to-year after December 31, 2023, unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date of its desire to modify this Agreement. If such notice is given negotiations shall begin no later than thirty (30) days after the date of receipt of such notice.

This Agreement shall remain in full force and effect until negotiations are completed as set forth in the Resolution of Impasse Article.

This Agreement is executed and approved this _____ day of _____ 2021.

City of Rock Island, Illinois

Rock Island City F.O.P. Lodge
57/Illinois Fraternal Order of Police
Labor Council, Inc.

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

By: _____
President

Date: _____

Attest: _____
Secretary

Illinois F.O.P. Representative

APPENDIX - A

Dues Authorization Form

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer. please remit all dues deductions to:

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

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 10-40 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



Appendix B
Illinois Fraternal Order of Police Labor Council
(Use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____

Last First M.I.

STEP ONE – IMMEDIATE SUPERVISOR

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

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

Briefly State the Facts: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO – CHIEF OF POLICE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP THREE – CITY MANAGER

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C

CITY OF ROCK ISLAND SUBSTANCE SCREENING POLICY (Police Officer and Detective)

Section 1 - Policy Statement

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 (EAP) that allows for and encourages self-referral for substance abuse problems as well as other problems. In addition, the City has trained supervisors on the uses of 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 supervisors but they are necessary to provide a safe work force and to preserve respect for the City as government agency and law enforcement agency.

Section 2 - Prohibitions:

Employees are prohibited from consuming or possessing, selling, purchasing or delivering illegal drugs at any time or anywhere. Employees are prohibited from consuming alcohol at any time during the work day or anywhere on the City's premises. Except in accordance with duty requirements, employees may not engage in the activities prohibited herein. Employees are required to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

Section 3 - Type of Testing:

Where the City has reasonable suspicions to believe that the employee is then under the influence of alcohol or illegal drugs during the course of the work day, the City has the right to require the employee to submit to alcohol or drug testing.

The City shall also have the right to require employees to submit to alcohol or drug testing on a random basis. Random testing shall be administered through an outside certified vender. Testing will be done using a methodology whereby all members of the pool have a statistically equal chance of being chosen for such a test. The Union shall have the right to information from the City regarding the selection of employees in order to confirm the process is random. Police Officers and Detectives shall not be included in the city pool with other employees required to submit to random drug and/or alcohol testing; but may be included in a pool with other sworn police department employees.

The percent of Police Officers and Detectives required to submit to random testing during a calendar year will not be greater than the percent of employees in the city pool who are required to submit to random drug and/or alcohol testing during the same year.

Section 4 - Order to Take Test:

a. Reasonable Suspicion Testing: When a supervisor has a reason to believe that an employee is a substance abuser, the supervisor shall notify the appropriate Department Manager and the Human Resources Director in writing as soon as it becomes reasonable and practical. The City shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the City bases its conclusion of reasonable suspicions. The City shall provide the employee a written notice setting forth the circumstances upon which reasonable suspicion has been based to order testing within a reasonable time period following the order to take the test. Refusal to comply with the order to test shall subject the employee to discipline up to and including discharge.

b. Random Testing: The Chief of Police or his designee will be notified of the employees selected for testing on a given day by the testing administrators. Employees selected for testing will be notified and ordered comply with the testing as so directed. If a selected employee is not on-duty, the employee selected for random testing will be sent for such testing when he/she is at work and on-duty. After submitting to the random drug and/or alcohol testing, the employee will return to work to finish his/her regular shift. Employees who refuse to follow an order to submit to a random alcohol or drug test authorized herein are subject to discipline including discharge.

c. Officer-Involved Shooting Testing: Also, pursuant to 50 ILCS 727/1-25, the City may order testing of an officer who discharges his/her firearm, causing the death or injury to a person or persons, during the performance of his or her official duties or in the line of duty. Testing under these circumstances must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The testing process for these incidents shall follow the same protocol as with the other drug and alcohol testing performed pursuant to this agreement.

Section 5 – Laboratory Tests to be Conducted:

The City shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all SAMSHA standards. The City shall establish a chain of custody procedure to ensure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test. Positive

samples shall be preserved in a suitable manner by the testing laboratory for a period of ninety (90) calendar days. The City shall be responsible for all cost associated with the initial and confirmatory test. Any subsequent test arranged at the employee's choosing shall be at the employee's expense.

Those substance groups and limits listed in Table #1 will be chemically or otherwise analyzed by blood, urine or breath samples.

Section 6 – Positive Test Results:

As to drug testing, the City shall only be notified in the event that a sample has tested positive for a particular controlled substance on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the City (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive except in cases in which a breath sample is used for testing. When a breath sample is used for the alcohol testing, test results showing an alcohol concentration of .06 or more shall be considered positive. In cases where the breath samples fall in the .04 to .06 range of alcohol concentration, a confirmatory blood sample shall be taken. The employee shall receive a copy of all test results within twenty-four (24) hours of when the City receives them.

Upon receipt of notification of a positive test result, the Police Chief or his/her representative shall notify the affected employee, who will be referred to the Substance Abuse Professional (SAP) for substance abuse evaluation and will not return to work until released by the Medical Review Officer (MRO). The employee may choose to use any accumulated benefit time for this initial absence from work. Employees under treatment for drug or alcohol abuse may use sick leave for the time spent in such treatment, followed by other accumulated time should the employee exhaust all sick time. The employee may be placed on leave without pay if all other leave is exhausted. Nothing in this section shall diminish an employee's rights under the Family and Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA).

All test results will be made known only to the 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 employee's personnel folder, but shall be maintained in the medical records file maintained on employees. Markers will be placed in personnel folders to indicate the location of such test results. Access to Union Officials or other persons claiming to be the personal representative of an employee shall be denied unless the affected employee executes a release.

Section 7 –Positive Test Sanctions:

In the first instance that an employee tests positive as defined herein on the confirmatory random test for illegal or proscribed drugs or alcohol, the employee must comply with the MRO's treatment plan, whereby the employee's agrees to:

- a. Undergo and complete appropriate treatment as determined by the SAP; and
- b. Discontinue use of illegal drugs or abuse of alcohol or prescribed drugs; and
- c. After returning to work, the employee is obligated to complete the aftercare follow-up testing program required by the SAP.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge. If the employee meets all requirements imposed by the SAP, the City may discipline the employee but not discharge the employee. Any employee who fails an alcohol or drug test (other than a progress test taken during the initial treatment period while the employee is not working) more than once in any ten (10) year period shall be discharged.

This Section shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse (such as possession of illegal drugs). In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law).

In the first instance that an employee tests positive as defined herein on a confirmatory reasonable suspicion drug or alcohol test, the employee shall be disciplined based upon the facts surrounding the incident. The amount of discipline may be aggravated by previous disciplinary record.

Section 8 - Right to Contest.

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

TABLE NO. 1

<u>Substance Group</u>	<u>Test Type</u>	<u>Detection Type</u>
Alcohol	Breath Test or Blood	.06 G/210L 04 G/DL
Amphetamine/Methamphetamine	TLC*	500 NG/ML
Benzodiazepines	TLC	1000 NG/ML
Barbiturates	TLC	1000 NG/ML
Cocaine	EMIT** TLC	300 NG/ML 1000 NG/ML
Methadone	TLC/EMIT	1000 NG/ML
Methaqualone	TLC	1000 NG/ML
	EMIT	300 NG/ML
Opiates	EMIT	300 NG/ML
Morphine	TLC	1000 NG/ML
Phencyclidine	EMIT	75 NG/ML
	TLC	1000 NG/ML
THC	EMIT	25 NG/ML

* TLC is thin layer chromatography

** EMIT is a brand name for an immuno-assay test

ACKNOWLEDGMENT OF RIGHTS AND CONSENT/REJECTION

_____ (Name of Employee), I wish to advise you that you are being questioned as part of an official investigation of the Rock Island Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office, in regards to _____

_____ and your admissions may be used as a basis for seeking disciplinary action. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this state and the Constitution of the United States, including the right not to be compelled to incriminate yourself and to have an attorney of your choice present during questioning.

I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty you will be subject to department charges which could result in your dismissal from the Department. If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent departmental changes. A complete record of any hearing, interrogation or examination shall be made, and a complete transcript, thereof made available to you, without charge and without delay. Do you understand this?

Signature of Employee

Date

(Witness)

(Witness)

RELEASE AND CONSENT FORM OR REFUSAL

The City of Rock Island, Illinois, has indicated that it has reasonable suspicion to believe that I may be under the influence of alcohol or controlled substances and has requested that I give a blood/urine/breath samples 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 refuses 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 samples and the results obtained therefore 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 the purpose of blood alcohol/breath/drug analysis and release any information requested by the city of Rock Island.

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

_____	_____
Date	Signature

or

I, _____, do hereby refuse to authorize and consent to any blood/urine 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

APPENDIX D – Entire Agreement – Clarification MOU

MEMORANDUM OF UNDERSTANDING

Re: Article XXIII – Entire Agreement - Clarification

Article XXIII- Entire Agreement of the collective bargaining agreement between the City of Rock Island and F.O.P. Lodge #57 is not intended to preclude the union from exercising its statutory rights to demand that the City bargain collectively over the employment consequences of mid-contract actions taken by the City.

Submitted by: /S/ Robert T. Hawes
Robert T. Hawes, P.E. Date: 03/25/01

APPENDIX E – Plain Clothes Officers/Detectives MOU

MEMORANDUM OF UNDERSTANDING

Re: Plain Clothes Officers/Detectives – Polo Shirts

The parties agree that there may be mutual benefits in allowing Detectives and other authorized plain clothes employee the option of wearing authorized polo style shirts during their regular workday. The parties agree to a one year trial period to evaluate the merits of such benefits of wearing such apparel.

Authorized polo style shirts may be worn by employees under the following conditions:

1. Polo shirts may be worn annually from May through September and other authorized periods.
2. Polo shirts will be worn with dress slacks.
3. Polo shirts will not be worn by any employee when the employee is testifying in court during a hearing or trial.
4. The officer will wear a badge visible to the public when wearing the polo shirt; side arms need not be covered but must be carried in an authorized holster.
5. Shoulder holsters shall not be worn while wearing the polo style shirt.
6. The program will be reviewed at the end of the trial period. The Chief of Police will have the discretion to continue or terminate the program at that time.

/s/ Robert T. Hawes
City of Rock Island

/s/ David Nixon
Illinois FOP Labor Council/
Rock Island FOP Lodge #57

06/07/2011
Date

06/07/2011
Date

APPENDIX F – Critical Incident Policy MOU

MEMORANDUM OF UNDERSTANDING

Re: Critical Incident Policy

The parties agree to continue to meet during the term of this Agreement in order to develop a mutually agreeable Critical Incident Policy. A committee, comprised of equal number of members selected from labor and management, shall be charged with the compilation and development of the policy. The parties further agree that the goal deadline for completion of said policy will be October 1, 2007.

In the event the parties do not reach agreement on a policy, the parties agree to meet and bargain the issue upon demand of the Union. Any impasse in such negotiations shall be subject to the impasse resolution provisions of the parties' collective bargaining agreement.

City of Rock Island:

/s/John Phillips 07/25/07
John Phillips Date

Illinois FOP Labor Council:

/s/ David Nixon 07/20/07
David Nixon Date

Rock Island FOP Lodge #57:

/s/ Gene Karzin 07/28/07
Gene Karzin Date
Unit Chairman

APPENDIX G – Cell Phone Policy MOU

MEMORANDUM OF UNDERSTANDING

Re: Cell Phone Policy

The parties agree that the attached policy shall govern the use of cell phones by members of the FOP #57 Police Officers and Detectives unit. The parties further agree to meet and review the compliance with, and application of, the policy at the end of one year, from the execution date of this Memorandum of Understanding.

City of Rock Island:

/s/ John Phillips 07/20/07
John Phillips Date
City Manager

Illinois FOP Labor Council:

/s/ David Nixon 07/20/07
David Nixon Date
Field Representative

Rock Island FOP Lodge #57:

/s/ Gene Karzin 07/25/07
Gene Karzin Date
Unit Chairman



**ROCK ISLAND POLICE DEPARTMENT
OPERATIONS MANUAL**

**NUMBER
FP 33.0**

TITLE: *Cellular Phone Policy*

ISSUED: *08-06-04 Revised 04-24-07*

PAGE 1 OF 4

I. PURPOSE

The purpose of this policy is to provide all department members with guidelines for the proper use of cellular phones.

II. CANCELLATION

As of April 25, 2007, all orders previously issued regarding this subject are hereby superseded and cancelled.

III. EFFECTIVE DATE

This policy shall become effective upon issue and remain effective until rescinded, cancelled, or revised.

IV. POLICY

It is the policy of the Rock Island Police Department to use cellular telephones in the course of police operations to enhance departmental communications. Cellular phones may be used by members to conduct official police business when the use of radio communications or hard line telephones is inappropriate, unavailable, or inadequate to meet communication needs. All cellular phones shall be used in accordance with this policy.

V. DEFINITIONS

- A. **"Disruptive"** means any time that the cellular phone operations would be considered disturbing to others, such as at meetings, training sessions, court, or in public places when their use would reasonably be deemed annoying and intrusive.
- B. **"Distraction"** means any time the use of a cellular phone would unnecessarily or unreasonably divert the attention of a member from official duties and/or cause a potential hazardous situation.

"To Serve and Protect"



**ROCK ISLAND POLICE DEPARTMENT
OPERATIONS MANUAL**

**NUMBER
FP 33.0**

TITLE: *Cellular Phone Policy*

ISSUED: *08-06-04 Revised 04-24-07*

PAGE 2 OF 4

IV. PROCEDURE

A. General Guidelines (Department issued and Personal Cellular Phones):

1. Cellular telephones are an augmentation to the department's communication system and not a substitute for radio communication designated for transmission through the department's emergency communication center. Approved cellular telephone usage includes, but is not limited to the following communications:
 - a. Conveyance of sensitive or restricted information.
 - b. Undercover operations.
 - c. Lengthy communications with supervisors.
 - d. Communications beyond normal radio range.
 - e. Incidents in which use of a hard line telephone would be appropriate but where one is not available.
2. Cellular phones are for authorized police business.

Exceptions may be made for family situations or personal matters that require immediate attention and where alternative forms of communication are not suitable or easily available.

 - a. An exception to the business use only requirement would be the use of a personal cellular phone while the officer is on a scheduled break.
3. Members should not use cellular phones for car-to-car communication when other means are available and appropriate.
4. Members may not operate department vehicles while using cellular phones unless emergency circumstances exist and other means of

"To Serve and Protect"



**ROCK ISLAND POLICE DEPARTMENT
OPERATIONS MANUAL**

**NUMBER
FP 33.0**

TITLE: *Cellular Phone Policy*

ISSUED: *08-06-04 Revised 04-24-07*

PAGE 3 OF 4

communication are not available or suitable.

- a. When possible, members should pull off the highway/road to a safe location when using cellular phones.
 - b. An exception to this restriction would be when authorized and approved hands-free operation devices are used.
5. Police reports may not be taken using cellular phones. The phone may be used to contact the victim or complainant and arrange a meeting.
 6. Cellular phones should not be used if they may be disruptive to others or a distraction to the member.
 7. The use of photo messaging capabilities is prohibited unless they can be clearly linked to the conduct of official police business.

B. Department Issued Cellular Phones:

1. Department issued cellular phones are authorized for official police business only - regardless of the member's duty status.
 - a. Department issued cellular phone bills are not private and random/periodic audits of the phone bills may be made at the department's discretion.
2. Department issued cellular phone numbers should not be provided to members of the public.
 - a. Exceptions may be made when future emergency contact between a member and a victim, witness, or other person may be critical.
 - b. Exceptions may be made with supervisor approval.

"To Serve and Protect"



C. Personal Cellular Phones:

1. Any member wishing to utilize a personally owned cellular telephone shall complete department form #249 (see appendix). This form shall list the officer's name, the cellular phone number, and an agreement that the cellular phone usage shall be limited to the terms of this policy. This form shall be signed by the officer and filed with the department prior to the cellular phone being used.
2. The privilege of carrying a personal cellular phone is the choice of the individual member and nothing in this policy shall require any member to carry or utilize a personal cellular phone.
 - a. Any loss or damage to a member's personally owned cellular phone shall be the sole responsibility of the member.
 - b. Any financial charges incurred by the use of personally owned cellular phones are the sole responsibility of the member.
3. Department personnel shall not provide personal cellular phone numbers to the public without prior approval of the member.

D. Administrative Issues:

1. Any violation of this policy may result in the member being denied access to personal cellular phone usage while on duty.
2. Terms of this policy shall be subject to discipline as defined in the Rock Island Police Department's Operation Manual.
3. As part of an official internal investigation, based upon a supervisor's complaint relating to

"To Serve and Protect"

APPENDIX H – Pay for Performance MOU

LETTER OF AGREEMENT

WHEREAS, the City of Rock Island, Illinois (“City”) and Illinois Fraternal Order of Police Labor Council representing Rock Island City, Fraternal Order of Police, Lodge #57 (“Labor Council”) are parties to a Labor Agreement effective March 26, 2007 to March 21, 2010 (“Labor Agreement”); and

WHEREAS, by this Letter of Agreement the City and the Labor Council shall state their agreement concerning pay for performance.

NOW THEREFORE, it is agreed as follows:

1. Pay for performance wage increases that have been implemented and employees have begun receiving as of May 18, 2007 shall remain in effect and general wage increases shall apply to wages including such pay for performance wage increases.

IT IS FURTHER AGREED, there shall be no pay for performance increases implemented after May 18, 2007.

The City will continue to conduct annual performance evaluations of employees covered by the Labor Agreement but such annual performance evaluations shall not result in pay for performance wage increases.

CITY OF ROCK ISLAND, ILLINOIS

ROCK ISLAND CITY F.O.P. LODGE
57/ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL, INC.

By: /s/ John Phillips
City Manager

By: /s/ Gene Karzin
President

07/20/07
Date

07/20/07
Date

Attest:
City Clerk

Attest: /s/ Jeffery Morrissey
Secretary

/s/ David Nixon
Illinois F.O.P. Representative

APPENDIX I
CITY OF ROCK ISLAND
WAGE SCALES
(Police Officer and Detective)

FOP57

City of Rock Island

Effective Date

Range Number	Classification	Class Code	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
TP 7	Police Officer	343			58,675	61,609	64,689	67,923	71,319	Annual Total
					2,256.73	2,369.58	2,488.04	2,612.42	2,743.04	Bi-Weekly Rate
					28.2091	29.6197	31.1005	32.6553	34.2880	Hourly Rate
					59,849	62,841	65,983	69,281	72,745	5 YR Longevity
					2,301.87	2,416.97	2,537.80	2,664.67	2,797.90	Bi-Weekly Rate
					28.7733	30.2121	31.7225	33.3084	34.9737	Hourly Rate
										Longevity Step
					61,045	64,098	67,302	70,667	74,200	10 YR Longevity
					2,347.90	2,465.31	2,588.56	2,717.96	2,853.86	Bi-Weekly Rate
					29.3488	30.8163	32.3569	33.9746	35.6732	Hourly Rate
										Longevity Step
					62,266	65,380	68,648	72,080	75,684	15 YR Longevity
					2,394.86	2,514.61	2,640.33	2,772.32	2,910.93	Bi-Weekly Rate
					29.9358	31.4327	33.0041	34.6541	36.3867	Hourly Rate
										Longevity Step
					63,512	66,688	70,021	73,522	77,198	20 YR Longevity
					2,442.76	2,564.91	2,693.13	2,827.77	2,969.15	Bi-Weekly Rate
					30.5345	32.0613	33.6642	35.3471	37.1144	Hourly Rate
										Longevity Step
					64,782	68,021	71,422	74,992	78,742	25 YR Longevity
					2,491.61	2,616.20	2,747.00	2,884.33	3,028.54	Bi-Weekly Rate
		31.1452	32.7026	34.3374	36.0541	37.8567	Hourly Rate			
							Longevity Step			
		66,078	69,382	72,850	76,492	80,317	30 YR Longevity			
		2,541.45	2,668.53	2,801.94	2,942.01	3,089.11	Bi-Weekly Rate			
		31.7681	33.3566	35.0242	36.7752	38.6138	Hourly Rate			
							Longevity Step			

FOP57

City of Rock Island

Effective Date

01/01/22

Range Number	Classification	Class Code	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
TP 7	Police Officer	343			59,995	62,995	66,145	69,452	72,925	Annual Total
					2,307.50	2,422.88	2,544.04	2,671.23	2,804.81	Bi-Weekly Rate
					28.8438	30.2861	31.8005	33.3904	35.0601	Hourly Rate
				61,195	64,255	67,468	70,841	74,384	5 YR Longevity	
				2,353.65	2,471.34	2,594.92	2,724.66	2,860.90	Bi-Weekly Rate	
				29.4206	30.8918	32.4365	34.0582	35.7613	Hourly Rate	
									Longevity Step	
					62,419	65,540	68,817	72,258	75,871	10 YR Longevity
					2,400.72	2,520.77	2,646.82	2,779.15	2,918.12	Bi-Weekly Rate
					30.0090	31.5096	33.0852	34.7394	36.4765	Hourly Rate
									Longevity Step	
					63,667	66,851	70,194	73,703	77,389	15 YR Longevity
					2,448.74	2,571.18	2,699.75	2,834.73	2,976.48	Bi-Weekly Rate
					30.6092	32.1398	33.7469	35.4341	37.2061	Hourly Rate
									Longevity Step	
					64,941	68,188	71,597	75,177	78,936	20 YR Longevity
					2,497.71	2,622.61	2,753.75	2,891.43	3,036.01	Bi-Weekly Rate
					31.2214	32.7826	34.4219	36.1428	37.9502	Hourly Rate
									Longevity Step	
					66,239	69,552	73,029	76,681	80,515	25 YR Longevity
					2,547.67	2,675.06	2,808.82	2,949.25	3,096.73	Bi-Weekly Rate
					31.8458	33.4383	35.1103	36.8657	38.7092	Hourly Rate
									Longevity Step	
					67,564	70,943	74,490	78,214	82,125	30 YR Longevity
					2,598.62	2,728.56	2,865.00	3,008.24	3,158.67	Bi-Weekly Rate
					32.4827	34.1070	35.8125	37.6030	39.4834	Hourly Rate
									Longevity Step	

FOP57 City of Rock Island Effective Date

Range Number	Classification	Class Code	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
TP 7	Police Officer	343			61,495	64,570	67,799	71,189	74,748	Annual Total
					2,365.19	2,483.46	2,607.65	2,738.04	2,874.92	Bi-Weekly Rate
					29.5649	31.0433	32.5957	34.2255	35.9365	Hourly Rate
					62,725	65,861	69,155	72,613	76,243	5 YR Longevity
					2,412.50	2,533.13	2,659.81	2,792.80	2,932.42	Bi-Weekly Rate
					30.1562	31.6641	33.2476	34.9100	36.6553	Hourly Rate
										Longevity Step
					63,979	67,179	70,538	74,065	77,768	10 YR Longevity
					2,460.75	2,583.79	2,713.00	2,848.66	2,991.07	Bi-Weekly Rate
					30.7593	32.2974	33.9125	35.6082	37.3884	Hourly Rate
										Longevity Step
					65,259	68,522	71,949	75,546	79,323	15 YR Longevity
					2,509.96	2,635.47	2,767.26	2,905.63	3,050.89	Bi-Weekly Rate
					31.3745	32.9434	34.5908	36.3204	38.1361	Hourly Rate
										Longevity Step
					66,564	69,893	73,388	77,057	80,910	20 YR Longevity
					2,560.16	2,688.18	2,822.61	2,963.74	3,111.91	Bi-Weekly Rate
					32.0020	33.6022	35.2826	37.0468	38.8989	Hourly Rate
										Longevity Step
					67,895	71,290	74,856	78,598	82,528	25 YR Longevity
					2,611.36	2,741.94	2,879.06	3,023.02	3,174.15	Bi-Weekly Rate
		32.6420	34.2743	35.9883	37.7877	39.6768	Hourly Rate			
							Longevity Step			
		69,253	72,716	76,353	80,170	84,178	30 YR Longevity			
		2,663.59	2,796.78	2,936.64	3,083.48	3,237.63	Bi-Weekly Rate			
		33.2949	34.9598	36.7080	38.5435	40.4704	Hourly Rate			
							Longevity Step			

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Police Detective

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57,228	60,089	63,093	66,248	69,560	73,038	76,690	Annual Total
2,201.08	2,311.12	2,426.65	2,548.00	2,675.38	2,809.15	2,949.62	Bi-Weekly Rate
27.5135	28.8889	30.3332	31.8500	33.4423	35.1144	36.8702	Hourly Rate
58,373	61,291	64,355	67,573	70,951	74,499	78,224	5 YR Longevity
2,245.10	2,357.34	2,475.19	2,598.96	2,728.89	2,865.34	3,008.61	Bi-Weekly Rate
28.0637	29.4667	30.9398	32.4870	34.1112	35.8167	37.6076	Hourly Rate
					1,461	1,534	Longevity Step
59,540	62,517	65,642	68,924	72,370	75,989	79,788	10 YR Longevity
2,290.00	2,404.48	2,524.69	2,650.94	2,783.47	2,922.64	3,068.78	Bi-Weekly Rate
28.6250	30.0561	31.5586	33.1367	34.7934	36.5330	38.3597	Hourly Rate
					2,951	3,098	Longevity Step
60,731	63,767	66,955	70,303	73,818	77,509	81,384	15 YR Longevity
2,335.80	2,452.57	2,575.18	2,703.96	2,839.14	2,981.10	3,130.16	Bi-Weekly Rate
29.1975	30.6572	32.1898	33.7995	35.4892	37.2637	39.1269	Hourly Rate
					4,471	4,694	Longevity Step
61,945	65,042	68,294	71,709	75,294	79,059	83,012	20 YR Longevity
2,382.52	2,501.63	2,626.69	2,758.04	2,895.92	3,040.72	3,192.76	Bi-Weekly Rate
29.7815	31.2703	32.8336	34.4755	36.1990	38.0090	39.9095	Hourly Rate
					6,021	6,322	Longevity Step
63,184	66,343	69,660	73,143	76,800	80,640	84,672	25 YR Longevity
2,430.17	2,551.66	2,679.22	2,813.20	2,953.84	3,101.53	3,256.61	Bi-Weekly Rate
30.3771	31.8957	33.4903	35.1650	36.9230	38.7692	40.7077	Hourly Rate
					7,602	7,982	Longevity Step
64,448	67,670	71,053	74,606	78,336	82,253	86,365	30 YR Longevity
2,478.77	2,602.69	2,732.81	2,869.46	3,012.92	3,163.56	3,321.75	Bi-Weekly Rate
30.9846	32.5336	34.1601	35.8683	37.6615	39.5445	41.5218	Hourly Rate
					9,215	9,675	Longevity Step

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TP 10

Police Detective

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58,516	61,442	64,514	67,740	71,127	74,683	78,417	Annual Total
2,250.62	2,363.15	2,481.31	2,605.38	2,735.65	2,872.42	3,016.04	Bi-Weekly Rate
28.1327	29.5394	31.0163	32.5673	34.1957	35.9053	37.7005	Hourly Rate
59,686	62,671	65,804	69,095	72,550	76,177	79,985	5 YR Longevity
2,295.63	2,410.42	2,530.93	2,657.49	2,790.37	2,929.87	3,076.36	Bi-Weekly Rate
28.6953	30.1302	31.6367	33.2187	34.8796	36.6234	38.4545	Hourly Rate
					1,494	1,568	Longevity Step
60,880	63,924	67,120	70,477	74,001	77,700	81,585	10 YR Longevity
2,341.54	2,458.63	2,581.55	2,710.64	2,846.17	2,988.47	3,137.89	Bi-Weekly Rate
29.2693	30.7328	32.2694	33.8830	35.5772	37.3559	39.2236	Hourly Rate
					3,017	3,168	Longevity Step
62,098	65,203	68,463	71,886	75,481	79,254	83,217	15 YR Longevity
2,388.37	2,507.80	2,633.18	2,764.85	2,903.10	3,048.24	3,200.64	Bi-Weekly Rate
29.8546	31.3475	32.9148	34.5607	36.2887	38.1030	40.0081	Hourly Rate
					4,571	4,800	Longevity Step
63,340	66,507	69,832	73,324	76,990	80,839	84,881	20 YR Longevity
2,436.14	2,557.95	2,685.85	2,820.15	2,961.16	3,109.20	3,264.66	Bi-Weekly Rate
30.4517	31.9744	33.5731	35.2519	37.0145	38.8650	40.8082	Hourly Rate
					6,156	6,464	Longevity Step
64,606	67,837	71,229	74,790	78,530	82,456	86,579	25 YR Longevity
2,484.86	2,609.11	2,739.56	2,876.56	3,020.38	3,171.39	3,329.95	Bi-Weekly Rate
31.0608	32.6139	34.2446	35.9569	37.7548	39.6423	41.6244	Hourly Rate
					7,773	8,162	Longevity Step
65,899	69,194	72,653	76,286	80,101	84,105	88,310	30 YR Longevity
2,534.56	2,661.30	2,794.36	2,934.09	3,080.79	3,234.81	3,396.55	Bi-Weekly Rate
31.6820	33.2662	34.9294	36.6761	38.5099	40.4352	42.4569	Hourly Rate
					9,422	9,893	Longevity Step

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TP 10

Police Detective

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59,979	62,978	66,127	69,433	72,905	76,550	80,378	Annual Total
2,306.88	2,422.23	2,543.35	2,670.50	2,804.04	2,944.23	3,091.46	Bi-Weekly Rate
28.8361	30.2779	31.7918	33.3813	35.0505	36.8029	38.6433	Hourly Rate
61,179	64,238	67,450	70,822	74,363	78,081	81,986	5 YR Longevity
2,353.02	2,470.68	2,594.21	2,723.91	2,860.12	3,003.12	3,153.29	Bi-Weekly Rate
29.4128	30.8834	32.4277	34.0489	35.7515	37.5389	39.4161	Hourly Rate
					1,531	1,608	Longevity Step
62,402	65,522	68,799	72,238	75,850	79,643	83,625	10 YR Longevity
2,400.08	2,520.09	2,646.10	2,778.39	2,917.32	3,063.18	3,216.36	Bi-Weekly Rate
30.0010	31.5011	33.0762	34.7299	36.4665	38.2897	40.2045	Hourly Rate
					3,093	3,247	Longevity Step
63,650	66,833	70,175	73,683	77,367	81,235	85,298	15 YR Longevity
2,448.08	2,570.49	2,699.02	2,833.96	2,975.67	3,124.44	3,280.68	Bi-Weekly Rate
30.6011	32.1311	33.7377	35.4244	37.1959	39.0555	41.0085	Hourly Rate
					4,685	4,920	Longevity Step
64,923	68,169	71,578	75,157	78,915	82,860	87,004	20 YR Longevity
2,497.05	2,621.90	2,753.00	2,890.64	3,035.18	3,186.93	3,346.30	Bi-Weekly Rate
31.2131	32.7738	34.4125	36.1329	37.9398	39.8366	41.8287	Hourly Rate
					6,310	6,626	Longevity Step
66,222	69,533	73,010	76,660	80,493	84,517	88,744	25 YR Longevity
2,546.99	2,674.34	2,808.06	2,948.45	3,095.89	3,250.67	3,413.22	Bi-Weekly Rate
31.8373	33.4292	35.1007	36.8556	38.6986	40.6334	42.6653	Hourly Rate
					7,967	8,366	Longevity Step
67,546	70,923	74,470	78,193	82,103	86,208	90,519	30 YR Longevity
2,597.93	2,727.83	2,864.22	3,007.42	3,157.80	3,315.68	3,481.49	Bi-Weekly Rate
32.4741	34.0978	35.8028	37.5927	39.4725	41.4460	43.5186	Hourly Rate
					9,658	10,141	Longevity Step

