

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **CITY OF BLUE ISLAND**

**Sergeants, Corporals And Patrol Officers**

**May 1, 2010 – April 30, 2014**

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This Agreement is entered into by the City of Blue Island, Illinois (hereinafter referred to as the City or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and The FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## ARTICLE I

### RECOGNITION

#### Section 1.1 Recognition.

The City hereby recognizes the FOP Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all sworn peace officers below the rank of Chief and Deputy Chief with the exclusion of the Chief, and Deputy Chief, civilian employees, supervisory, managerial, professional and confidential employees and all other employees of the City of Blue Island

#### Section 1.2 Probationary Period.

Upon the execution of this agreement any new hires shall serve a probationary period of 18 (eighteen) months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacations and sick leave. 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.

## ARTICLE II

### FOP LABOR COUNCIL SECURITY AND RIGHTS

#### Section 2.1 Dues Deductions.

While this Agreement is in effect, the City will deduct from the first paycheck each month one-half of the appropriate dollar amount of FOP Labor Council dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check off

authorized by the FOP Labor Council. The FOP Labor Council will give the City thirty (30) days notice of any such change in the amount of uniform dues to be deducted. The FOP Labor Council shall reimburse the City thirty-five dollars (\$35.00) annually for the cost of providing dues check off services. Dues shall be remitted to the FOP Labor Council by the tenth (10th) day of the month following deduction. An FOP Labor Council member desiring to revoke the dues check off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The City shall provide the FOP Labor Council within thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the FOP Labor Council's bargaining unit.

### **Section 2.2 Fair Share Fee.**

Any present officer who is not a member of the FOP Labor Council shall have deducted from his pay and transmitted to the FOP Labor Council a fair share (not to exceed the amount of FOP Labor Council dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for FOP Labor Council membership shall, on or after the thirtieth day of employment, also have deducted from their pay and transmitted to the FOP Labor Council a fair share of the cost of the collective bargaining process and contract administration.

### **Section 2.3 Objections of Other Grounds.**

Any nonmember making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the FOP Labor Council for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.

Any such employee with such objection shall process his/her objection in accordance with the notice and objection procedure established by The FOP Labor Council which procedure shall be consistent with the requirements of law.

### **Section 2.4 Religious Objections.**

The obligations to pay a fair share fee to the FOP Labor Council shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share payment to the FOP Labor Council. Upon proper substantiation and collection of the entire fee, the FOP Labor Council will make payment on behalf of the employee to a nonreligious charitable organization mutually agreed to by the objecting employee and the FOP Labor Council. If the employee and the FOP Labor Council are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

**Section 2.5 FOP Labor Council Indemnification.**

The FOP Labor Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the City in complying with the provisions of the Article.

**ARTICLE III**

**MANAGEMENT RIGHTS**

Except as specifically limited by the expressed provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of local disaster emergencies as may be formally declared by the Mayor or his designee or the City Council. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

**ARTICLE IV**

**SUBCONTRACTING**

The City shall have the right to subcontract out any work it deems necessary when such subcontracting will not displace bargaining unit employees.

**ARTICLE V**

**HOURS OF WORK AND OVERTIME**

**Section 5.1 Departmental Work Schedule**

The departmental work schedule for the patrol division shall consist of six (6) days on and three days (3) days off with a 63 day rotation. The normal work day shall consist of eight and one quarter (8 1/4) consecutive hours.

Thirty days prior to May 1 of each contract year beginning after the execution of this contract, bargaining unit members shall submit bids on shift requests. These bids shall be honored, based on seniority where practical. The Chief shall have the option to assign or change shifts temporarily in cases of emergencies. Shift assignments or re-assignments shall not be used as discipline. The Chief of Police has the option to assign or change shifts to prevent an unbalanced mix of youth and experience, or to suit scheduling and department needs (i.e. K-9, Juvenile Officers, Tactical Officer, efficiency of the department). The Chief of Police will advise in writing any officer who is not given their first requested shift an explanation of why that officer did not receive their first request. This written explanation is not necessary in instances where seniority is the only determining factor.

Eight (8) additional days shall be owed to the City each contract year by each employee working the 6-3 schedule. These eight days will be worked in a minimum of eight hour blocks. However attendance at roll call is required when appropriate. Of these eight (8) days, two (2) days shall be scheduled at the discretion of the Chief of Police with seventy two (72) hour notice to the employee.

Two days shall be assigned to training and scheduled at the discretion of the Chief of Police with a fourteen (14) day notice. Notification to an officer that he/she has been placed on standby for training will satisfy the notification requirement. Standby notice will be for a specific date and time. Training days which are not used are still owed.

The remaining four (4) days shall be eligible to be bought back by the employee through the use of vacation and/or compensatory time during the thirty (30) days prior to the beginning of the fiscal year. Those days which are not bought back by the employee shall be scheduled at the discretion of the Chief of Police with a fourteen (14) day notice.

The above notification periods and the manner in which owed days may be assigned or utilized may be modified by the mutual agreement of the Chief (or his designee) and the individual officer. (i.e. taken in four hour increments up to a maximum of twelve (12) hour blocks in any one day.)

During the last two months of the fiscal year, the chief will have complete discretion to schedule any unused hours owed back by an officer, in a minimum of four (4) hour blocks up to a maximum of eight (8) hours. Days scheduled for training are excluded from the provisions of this section.

Seniority shall be based upon continuous full time service as a police officer within the department.

#### **Section 5.2 Detective Division Work Schedule.**

The detective division work schedule will consist of forty (40) hours per week.

### **Section 5.3 Overtime Pay.**

Police officers and detectives shall be paid at the rate of time and one-half (1 1/2) their normal hourly rate of pay for each hour actually worked over the number of hours they were regularly scheduled to work in a given pay period.

### **Section 5.4 Court Time.**

Employees covered by this Agreement who are required to attend court or inquests outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of three (3) hours. If an employee who is scheduled to appear in Court fails to appear due to illness, he shall be charged for three (3) hours of sick leave.

### **Section 5.5 Computation of Hourly Salary.**

For the purposes of determining overtime compensation, a police officer's hourly salary shall be computed based upon an annual work year of 2,080 hours and their base pay.

### **Section 5.6 Overtime Work.**

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. Any overtime refused may result in either a suspension or dismissal. The first refusal may result in a written reprimand, the second refusal may result in suspension, and the third refusal may result in a dismissal for said officer. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations. Overtime, which is caused by sick leave, injury or other last minute situation, will first be offered to the officers of equal rank actually working on the two shifts which are affected. This will be offered on a rotating seniority basis. Each officer's response to the offer will be immediately documented by the supervisor. If no officer is found from these shifts the supervisor will then start calling officers on a rotating seniority list. Acceptance must be indicated immediately. Unavailability shall include failure to personally answer the call when it is made. If no one is found after a round of calls, the supervisor will order the officer(s) in on a reverse seniority basis.

Scheduled overtime may be filled in advance.

If scheduled overtime is offered, it will be filled as follows:

1. The scheduled overtime shift will be split into two equal blocks and each will be offered respectively on a rotating seniority basis to the officers on the shifts immediately preceding (the first block) and immediately following (the second block) the vacant shift.
2. If no employee voluntarily accepts the overtime offer under paragraph 1 above then the entire shift will be offered on a rotating seniority basis to the remainder of the eligible employees.
3. If no one volunteers for the overtime then the supervisor may order the officer(s) to work in a reverse seniority basis.

Supervisors may only work overtime for supervisors. Supervisors may not work overtime for patrol officers.

If a valid grievance results due to an error in the manner in which overtime is scheduled or offered, the only resolution required in this situation will be to correct the error by adjusting the rotation to assure that the grievant receives the next available overtime opportunity. Refusal or unavailability shall be counted as though overtime was accepted by the officer for purposes of rotation.

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**Section 5.7 Call Back.**

A call back is defined as an officer's assignment of work which does not continually precede or follow an officer's regularly scheduled working hours. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours pay at straight time rates, or overtime pay if Section 5.6 applies, unless the individual is called back to rectify his own error.

**Section 5.8 No Pyramiding.**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 5.9 Compensatory Time.**

In lieu of overtime pay, employees may elect to receive compensatory time off. Employees may accrue up to eighty (80) hours of compensatory time. Requests to use compensatory time shall be at the employee's discretion and made in a minimum of four (4) hour increments. Such requests shall be subject to the approval of the Chief of Police or his designate and shall not be unreasonably denied. Compensatory time applied to days owed or to take leave for an entire shift shall be charged at eight (8) hours against an employee's accumulated compensatory time. Compensatory time must be used in four (4) hour blocks.

**ARTICLE VI**

**DISCIPLINE**

The City may discipline only for just cause. The parties agree that oral or written warnings shall be expunged from an officer's personnel and/or disciplinary file(s) one (1) year after the warning is received by the officer provided there has been no repetition of the offense within that one-year period. The parties further agree that suspensions of five days or more shall be expunged from an officer's personnel and/or disciplinary file(s) three (3) years after the suspension is received by the officer so long as there has been no additional suspension during the three (3) year period. Disciplinary action and suspensions of less than five days shall be expunged from an officer's personnel and/or disciplinary file(s) two (2) years after the suspension is received by the officer so long as there has been no additional suspension during

the two (2) year period. All such expungements shall take place upon written request by the employee to the Chief of Police.

The parties further agree that the Police Chief shall have the sole power and authority to impose such disciplinary action as oral or written warnings, suspensions up to five (5) days and, in addition, shall have the sole power and authority to suspend for any period beyond five (5) days or to discharge employees covered by this Agreement, so long as such action is taken for just cause. The authority of the City of Blue Island Civil Service Commission in matters of discipline shall be limited to review of an employee's discipline after the employee has selected the Commission as his/her option of appeal of discipline imposed by the Chief of Police.

An employee disciplined by the Chief shall have the option of appealing such disciplinary action either before the City of Blue Island Civil Service Commission or through the grievance procedure set forth in Article VII of this Agreement. Such election must be made in writing within seven (7) days of the imposition of the discipline. If the employee elects to appeal the discipline through the contractual grievance procedure, he shall voluntarily sign and present to the City an express waiver of his right to appeal the matter before the Civil Service Commission at the time his grievance is filed.

Should a court of law determine that the waiver of the right to appeal to the Civil Service Commission mentioned above or the imposition by the Chief of the power to suspend or discharge is improper, unlawful or unenforceable, then the parties agree that (1) the disciplinary procedure which predated this Agreement involving the Civil Service Commission shall be immediately reactivated and take full force and effect for any interim period until a successor procedure shall be agreed upon; and (2) within forty-eight (48) hours after the receipt of such a decision, the parties shall meet in accordance with Article XIX (Savings Clause) of this Agreement to negotiate a substitute provision.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### Section 7.1 Definition.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

#### Section 7.2 Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant became aware of the event giving rise to the grievance. A grievance may be initiated by the FOP Labor Council or an aggrieved employee. A grievance shall be processed as follows:

### STEP 1 Verbal to Supervisor.

The first step will be conducted by discussion between the employee, accompanied by an FOP Labor Council representative, if the employee so desires, and the Supervisor of the shift of the occurrence. This discussion shall occur during the employee's non-duty time or at a time mutually agreeable to the employee and the Supervisor of the shift of the occurrence. The Supervisor of the shift of the occurrence shall answer verbally within seven (7) calendar days of this discussion.

### STEP 2: Appeal to Chief

If the grievance is not settled in Step 1, the grievant may, within seven (7) calendar days following receipt of an answer from the Supervisor of the shift of the occurrence, file a written grievance setting forth the nature of the grievance and the contract provisions(s) involved. The grievant, representative of The FOP Labor Council and the Chief will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his receipt of the grievance. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

### STEP 3. Appeal to Mayor.

If the answer of the Chief is not acceptable, the grievant may within seven (7) calendar days of the date of the answer, request a hearing by the Mayor or his designee with the FOP Labor Council representative and grievant present. The Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached in Step 3, the Mayor or his designee shall give his answer in writing within seven (7) calendar days.

### Section 7.3 Arbitration.

If the grievance is not settled in Step 3, the FOP Labor Council may refer the grievance to arbitration within twenty-one (21) calendar days of receipt of the Mayor or his designee's written answer.

(a) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of five (5) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the City and FOP Labor Council shall alternately strike names from the panel. The party requesting the arbitration shall strike first. The remaining person shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of FOP Labor Council and City representatives.

(c) The City and the FOP Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the FOP Labor Council retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.

(e) More than one grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the FOP Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 7.4 Limitations on Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitation of this Section 7.4 shall be final and binding upon the City, the FOP Labor Council and the employees covered by this Agreement.

#### **Section 7.5 Time Limit for Filing.**

If a grievance is not presented by the employee or the FOP Labor Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the FOP Labor Council. 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, except that if the City does not answer in a timely fashion at Step 3, the grievance shall be deemed granted. If the City does not answer a grievance or an appeal thereof within the specified time limits at Steps 1 or 2, the aggrieved employee and/or the FOP Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

### **ARTICLE VIII**

#### **NO STRIKE OR LOCK OUT**

##### **Section 8.1 No Strike.**

Neither the FOP Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, during the life of this Agreement. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

**Section 8.2 No Lock Out.**

The City will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the FOP Labor Council.

**Section 8.3 Penalty**

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it precedent.

**Section 8.4 Judicial Restraint.**

Nothing contained herein shall preclude the City or the FOP Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

**ARTICLE IX**

**HOLIDAYS**

**Section 9.1 Holidays.**

The officers shall receive the following paid holidays per year:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

Each employee shall be allowed four (4) personal days.

**Section 9.2 Pay for Holiday Worked.**

The City's current policy of straight time pay for a police officer working on a holiday which is a regularly scheduled workday shall remain in effect for the life of this Agreement. Any police officer called into work on a holiday which is otherwise the officer's regularly scheduled day off, shall receive time and one half his hourly rate for all hours worked during the holiday, and an additional eight (8) hours pay in lieu of the holiday.

## ARTICLE X

### LAYOFF AND RECALL

#### Section 10.1 Notice of Layoff.

When there is an impending layoff with respect to any officer in the bargaining unit, except in an emergency at which time the Employer shall notify the FOP Labor Council as soon as possible, the Employer shall inform the FOP Labor Council in writing no later than ten (10) calendar days prior to such layoff. The Employer will provide the FOP Labor Council the names of all officers to be laid off first, then officers shall be laid off in accordance with their departmental seniority regardless of rank. While a member of the bargaining unit is on layoff, no part time, auxiliary or temporary employee may be utilized to perform duties normally reserved for a full time sworn officer. All officers shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs. The City agrees to consult with the FOP Labor Council, upon request and afford the FOP Labor Council an opportunity to propose alternatives to the layoff.

#### Section 10.2 Recall.

Any officer who has been laid off shall be placed on the reinstatement list for three (3) years and shall be recalled on the basis of seniority in the police department, as provided in this Agreement, prior to any new officers being hired.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to The FOP Labor Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

## ARTICLE XI

### VACATIONS

#### Section 11.1 Eligibility and Allowances.

Every police officer covered by this Agreement shall be eligible for paid vacation time after the completion of their probationary period with the City. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned as follows:

1. Employees who have completed one (1) year of service shall receive two (2) weeks vacation (80 hours).

2. Employees who have completed five (5) years of service shall receive three (3) weeks vacation (120 hours).
3. Employees who have completed ten (10) years of service shall receive four (4) weeks vacation (160 hours).
4. All employees who have completed over fifteen (15) years of service shall receive five (5) weeks vacation (200 hours).

The employee, who has at least four or five weeks of vacation on the books, may choose by the end of the first week in May of each year, to be paid at current salary in lieu of taking a fourth and/or fifth week of vacation. Such selection shall be made in writing and submitted to the Chief or his designee and is irrevocable for that year. Payment shall be made by July 1<sup>st</sup> of each year. For purposes of buy back of a vacation week, a week shall be forty (40) hours.

### **Section 11.2 Vacation Pay.**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job duties on the payday immediately preceding the employee's vacation.

### **Section 11.3 Scheduling.**

Officers shall pick vacation based on seniority within their shift. The vacation schedule shall be chosen by March 1st and posted by April 1st. The following schedule shall apply to the department subject to such modifications by the Chief as may be necessary because of an emergency situation. No more than three personnel from patrol (one per shift) and one person from a special assignment such as a detective and school liaison or tactical unit shall be permitted to take vacation at the same time. Vacation days can be taken a day at a time up to three (3) weeks for employees who have four or more weeks of vacation time due annually. Officers must elect to take a third week of vacation in day at a time increments by the first week of May of each year. Officers with less than four weeks of accrued vacation time annually may only take two (2) weeks in a day at a time increments. All other vacation days must be taken in weekly increments. For purposes of this section vacation time taken in a weekly increment shall mean that the employee has a vacation day for every normally scheduled work day within a calendar week. Vacation days eligible to be taken on a day at a time basis may be applied against four (4) of the eight (8) days owed for scheduling purposes. A day taken as a vacation day shall be charged as eight (8) hours against an employee's vacation time. A half day taken as a vacation day shall be charged as four (4) hours against an employee's vacation time.

## **ARTICLE XII**

### **SICK LEAVE**

#### **Section 12.1 Purpose.**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such

instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

A certain amount of sickness, injuries and absences for personal needs is to be expected. Management has a right and a fiduciary responsibility to regularly look at every member's attendance and absenteeism records on a case-by-case basis, to question the legitimacy of the need for absenteeism and to sanction or remove those who, abusively or fraudulently use absenteeism privileges.

A full shift missed as a result of sick leave shall be charged as eight (8) hours against an employee's accumulated sick leave.

### **Section 12.2 Days Earned.**

All full time officers shall earn sick leave pay at the rate of 7.33 hours per a month to a maximum of eleven (11) days during the officer's initial anniversary year; and in the same amount during each subsequent anniversary year.

### **Section 12.3 Sick Leave Accumulation.**

(a) Future benefit bank. Effective on the date this Agreement is signed, The City shall establish a future benefit bank for each officer. Each officer's unused sick days will be transferred into the benefit bank based on the number of hours.

(b) Use of future benefit bank. The future benefit bank may be used for long term disability payments or retirement payments per existing city ordinance.

(c) Current sick hours earned. Sick hours earned shall accrue as current sick hours for the year, May through April, at the rate of 7.33 hours per month.

(d) Extended sick leave. An extended sick leave is defined as a sick leave that is in excess of three (3) consecutive days.

## **ARTICLE XIII**

### **ADDITIONAL LEAVE OF ABSENCE**

#### **Section 13.1 Unpaid Discretionary Leave.**

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason.

### **Section 13.2 Application for Leave.**

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Chief of Police and it shall be in writing.

### **Section 13.3 Military Leave.**

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the City for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year for not more than two (2) employees per year.

### **Section 13.4 Funeral Leave.**

In the event of a death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, grandparents, grandparents of spouse, parent of spouse and step-parents, brother and sister) an employee shall be granted three (3) consecutive workdays as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the family member's death and the employee's attendance at the funeral if requested by the City. This leave can be extended on a day-to-day basis at the discretion of the Chief. Days taken as funeral leave shall not be deducted from sick leave.

### **Section 13.5 Leave for Illness, Injury or Pregnancy.**

(a) In the event an employee is unable to work by reason of illness, injury (including those compensated under worker's compensation) or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under worker's compensation, an employee shall accrue seniority for the first one (1) year of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Chief of Police or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report to work, together with a written application for such leave. Thereafter, during such leave the employee shall furnish a current report from the attending doctor(s) at reasonable intervals as required by the City.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during sick leave, the employee, at the discretion of the City, may be required to have a physical examination by a doctor designated by the City, to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

(d) With the approval of the Chief of Police, if the employee is medically able to perform such light duty as per an examination by the designated medical facility as set by the City, and if light duty is available, an employee who is injured while on duty and can not perform normal police duties shall be granted police related light duties.

**Section 13.6 Benefits While on Leave.**

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without training is equal.

(b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan (s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

**Section 13.7 Non-Employment Elsewhere**

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

**ARTICLE XIV**

**CLOTHING ALLOWANCE**

Employees are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment. Newly hired police officers shall receive a clothing allowance of \$1,000. and officers shall receive clothing allowance of \$800. during the second year of employment, thereafter, each officer covered by this Agreement will get a clothing allowance of six hundred fifty dollars (\$650.) per contract year. The clothing allowance shall be paid annually by the first pay period of each October. All officers are required to maintain their uniforms in a professional fashion at all times. Employees shall not be required to have new uniforms until fifteen (15) days after receipt of their clothing allowance.

Those assigned to special units (K-9, Special Operations, etc.) may use up to 25% of their yearly uniform allowance to purchase related items. Any changes to the uniform shall not be required until thirty days after the issuance of the annual clothing allowance and new uniform items required shall not exceed the amount of the annual clothing allowance.

**ARTICLE XV**

**WAGES**

**Section 15.1 Wages**

Employees will be compensated according to the following wage schedule:

	<b>5/1/11-4/30/12</b>	<b>5/1/12-4/30/13</b>	<b>5/1/13-4/30/14</b>
<b>Patrolman</b>	1.50%	1.00%	1.00%
<b>Starting Pay</b>	\$47,350	\$47,824	\$48,302
<b>Over 1 Year</b>	\$50,223	\$50,725	\$51,232
<b>Over 2 years</b>	\$53,338	\$53,871	\$54,410
<b>Over 3 years</b>	\$55,703	\$56,260	\$56,823
<b>Over 4 years</b>	\$58,066	\$58,647	\$59,233
<b>Over 5 years</b>	\$60,431	\$61,035	\$61,646
<b>Over 6 years</b>	\$69,995	\$70,695	\$71,402
<b>Corporals</b>	\$72,648	\$73,374	\$74,108
<b>Sergeants</b>	\$76,858	\$77,627	\$78,403

**Section 15.2 Longevity Step.**

In addition to the salary amounts set forth in this Article, eligible bargaining unit employees shall be paid the following longevity pay amounts which shall be considered part of the base salary attached to their rank for all purposes:

Employees with more than twenty (20) years of service: \$500.00

Eligible employees shall receive such longevity pay amounts for the first two full pay periods beginning after the employees' anniversary date with the City. At the conclusion of those two full pay periods, employees' salaries shall be as set forth in Section 15.1 of this article until the

first two full pay periods beginning after the employees' anniversary day with the City of the next successive year when such longevity shall again be paid to eligible employees in the same manner.

## ARTICLE XVI

### INSURANCE

#### Section 16.1 Coverage.

The City shall continue to make available to employees covered by this Agreement substantially similar group health and hospitalization insurance coverage and benefits as existed prior to the signing of this Agreement.

In the event the insurance company or Administrator of the self-insurance plan mandates a change in benefits, the parties shall meet to negotiate the effects of such change.

#### Section 16.2 Cost.

The parties agree that bargaining unit members will pay the following monthly monetary contributions to the cost of health insurance.

Plan A - \$75.00/mo.Single, \$150.00/mo.Family

Plan B - \$0.00/mo.Single, \$0.00/mo.Family

HAS - \$0.00/mo.Single, \$0.00/mo.Family

#### Section 16.3 Cost Containment.

The City reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

#### Section 16.4 Life Insurance

The City shall provide coverage of Fifty Thousand Dollars (\$50,000.) for life insurance for each employee covered by the Agreement.

**Section 16.5 Group Hospitalization Insurance - Continuation For Family of Police Officer in the Event of Death Occurring in the line of Duty.**

In the event a Police Officer dies during, or resulting from, the performance of his duties as a Police Officer, and is married at the time of his death, the Employer agrees to continue to pay the premiums for continuation of group hospitalization and medical insurance for the spouse and children of the Police Officer until the first to occur of one or more of the following events:

- (a) If the spouse is able to obtain insurance for himself/herself through a plan offered by an employer or entity and which is made available to the spouse by virtue of their employment.
- (b) If the spouse remarries.
- (c) Death of the spouse.
- (d) If the spouse is able to obtain insurance through a plan or program which is made available by another governmental authority or agency.
- (e) If the spouse qualifies for Medicaid, Medicare or other similar programs or insurance.

Continuation of the insurance benefits for the child or children of a Police Officer who dies during, or resulting from, the performance of his duties as a Police Officer, shall be terminated upon the first to occur of any of the events listed above in Section 16.5 (a) through (e) inclusive. They shall also terminate for each surviving child, if they are not sooner terminated, upon the eighteenth (18th) birthday of said child or his twenty-third (23rd) birthday if he is a full - time student.

**Section 16.6 Retirement Hospitalization.**

The City of Blue Island will contribute for health insurance coverage in accordance with the terms, provisions and definitions set forth in City Ordinance No. 90-212 for employees who retire after being actively engaged in the performance of a departmental duty as police officers on a full time basis for a period of not less than twenty (20) years and who have reached the age of not less than fifty (50) years.

**Section 16.7 Sick Leave Accumulation - Payment at Retirement.**

Sick days may be accumulated but, in no event, shall there be any compensation or credit accorded to an employee for accumulated sick days if the employees employment is terminated for any reason before he has completed twenty (20) years of consecutive service as a full time police officer. Upon retirement, after completing not less than twenty (20) years of consecutive service as a full time police officer, the employee shall be paid a sum of money equal to the salary attached to the position held at the time of termination of employment, before implementation of Section 15.2, for any accumulated sick days credited up to and including 60 working days, and in addition thereto, a sum of money equal to one-half of such salary for such accumulated sick days over 60 working days and up to and including 120 working days, if any.

The maximum benefit paid to an employee, who has met all the qualifications, will be 34.62% of their current salary, before implementation of Section 15.2. The formula used to compute this will be sick days accumulated, said accumulation being calculated in the manner set forth above, divided by 260 working days, with this result being multiplied by the current salary of the employee. Payment of this benefit will be made in the same manner as if the employee were still employed by the City until such times as the entire amount of the benefit is paid.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### Section 17.1 Gender.

Whenever the male gender is used in this agreement, it shall be construed to include both males and females equally.

#### Section 17.2 Drug Testing

In Order to help the public by insuring that the police department employees have the physical stamina and emotional stability to perform their assigned duties, the Chief may require employees to submit to a urinalysis test and/or other appropriate drug testing on a department wide basis or upon suspicion based on objective criteria that the employee is using controlled substances. At the time of any urinalysis test, the employee may request a blood sample be taken at the same time so that a blood test can be performed. If the employee tests positive in any such test, the results shall be sent to the Chief with such results kept confidential by the Chief; the employee shall thereafter be instructed confidentially to seek assistance. If the same employee tests positive a second time, the test results shall be submitted to the Chief for appropriate disciplinary action. Use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

#### Section 17.3 Line of Duty Injury.

(a) Whenever an employee suffers any injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the City on the same basis as he was paid before the injury, with no deduction from his sick leave credits compensatory time for overtime accumulations or vacation, or service credits in the pension fund during the time he is unable to perform his duties due to the result of the injury, but for no longer than one year in relation to the same injury.

(b) At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the City, physical or medical examinations of the person to determine the degree of his disability.

(c) During the period of disability, the injured person shall not be employed in any other manner with or without monetary compensation.

(d) Any salary due the employee from workers compensation or any salary due him from any type of insurance carried by the City shall revert to the City during the time for which continuing compensation is paid to him under this section.

**Section 17.4 Non-Discrimination.**

The Employer shall not discriminate against officers in a manner that would violate state or federal law.

**Section 17.5 Bulletin Board.**

The City will make available space on a bulletin board for the posting of official FOP Labor Council notices of a non-political, non-inflammatory nature. The FOP Labor Council will limit the posting of FOP Labor Council notices to such a bulletin board.

**Section 17.6 FOP Labor Council Business Leave.**

To the extent there is no disruption of service, increase in costs, or interference of business operations, leaves of absence without pay shall be granted to one (1) officer who is selected, delegated or appointed by the FOP Labor Council to (a) attend FOP Labor Council meetings conventions or educational conferences; or (b) attend grievance meetings or appeal hearings.

**Section 17.7. Visit by a FOP Labor Council Representative.**

The City agrees that one (1) accredited representative of the FOP Labor Council, whether Local representative, Council representative, or International representative, shall have reasonable access to the Police Department. The outside representative shall call the Chief or his designee before his arrival and obtain prior approval from the department head before entering upon the premises of the department. The representative shall not, in any way disturb employees who are working.

**Section 17.8 Residency**

Any Employee covered by this Agreement shall be able to reside within the following boundaries:

**On the East** the boundary shall be West of the boundary line between the State of Illinois and the State of Indiana provided the residence is located in the State of Illinois and no further North or South than the intersections of the North and South boundary lines with the East boundary line as delineated by the black lines drawn on the attached map. (Appendix A)

**On the North** the boundary shall be South of the centerline of Roosevelt Road and no further East or West than the intersections of the North boundary line with the East and

West boundary lines as delineated by the black lines drawn on the attached map. (Appendix A)

**On the South** the boundary shall be North of the center line of the roads and highways as follows, Manhattan-Monee Road (eastbound), South Egyptian Trail (southbound), West Court Street (eastbound), Crete Monee Road (eastbound), South Dixie Highway (southbound), East Goodenow Road (eastbound), Stony Island Avenue (northbound), East Bernes Road (eastbound to the Indiana border), and no further East or West than the intersections of the South boundary line with the East and West boundary lines as delineated by the black lines on the attached map. (Appendix A)

**On the West** the boundary shall be East of the center line of the roads and highways as shown in the attached map (Appendix A) and as delineated by the black line drawn on the map and no further North or South than the intersections of the West boundary line with the North and South boundary lines as delineated by the black lines drawn on the attached map (Appendix A)

There will be no exceptions to these boundaries.

#### **ARTICLE XVIII**

#### **IMPASSE RESOLUTION**

Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time)

#### **ARTICLE XIX**

#### **SAVING CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision the City and the FOP Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse Procedures of the Illinois Public Labor Relations Act shall be used.

#### **ARTICLE XX**

#### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties.

The parties acknowledge that, during the 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 the law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXI**

**MAINTENANCE OF STANDARDS**

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

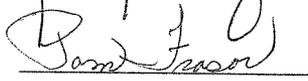
**ARTICLE XXII**

**TERMINATION**

Upon ratification this Agreement shall be in effect from the 1<sup>st</sup> day of May, 2011, through the 30<sup>th</sup> day of April, 2014, and from year to year thereafter unless written notice is given by either party to the other not less than sixty (60) days nor more than one hundred twenty (120) days prior to April 30, 2014, or the same date of any subsequent year, requesting that this Agreement be amended.

**City of Blue Island**

**Illinois Fraternal Order of Police Labor Council**

  
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11-22-11

## Memorandum of Understanding

### Filing of Grievances at Step 2

The City of Blue Island, (hereinafter "the Employer"), by it's authorized representative, and the Illinois Fraternal Order of Police Labor Council (hereinafter the "Labor Council"), by it's authorized representative, do hereby mutually agree as follows.

In accordance with Article 7 and Sections 7.2, 7.5, the parties hereby agree that for the term of the May 1, 2008 through April 30, 2011 Collective Bargaining Agreement, the Labor Council and/or an employee covered by the agreement may file a grievance directly at Step 2.

The Labor Council and the City hereby waive any objections to timeliness if the procedure herein is followed, except that the requirement that all grievances must be filed within the 14 calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant became aware of the event giving rise to the grievance, remains in effect.

Chief Doug Hoglund  
Employer - Chief Doug Hoglund

9-8-10  
Date

Dan Meshenky  
Labor Council - Dan Meshenky

9-8-10  
Date

