AGREEMENT BETWEEN
THE CITY OF BLUE ISLAND
AND
A.F.S.C.M.E. COUNCIL 31, LOCAL 1172
BLUE ISLAND PUBLIC WORKS AND POLICE CIVILIANS

May 1, 2011 to April 30, 2014
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AGREEMENT

This Agreement entered into by the City of Blue Island, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, Council 31 for and on behalf of Local #1172, hereinafter referred to as the Union, has as its purpose...

The purpose of this contract is to provide orderly, harmonious employment relations through a mutual process, provide fair and equitable treatment to all employees, achieve full recognition value of employees and the vital and necessary work they perform, work together to improve methods and efficiency for the benefit of employees, administration and community, specify wages, hours, benefits, and working conditions and provide for the prompt and equitable resolution of disputes.

This contract is entered into in consideration of the mutual performance thereof in good faith by the parties.
ARTICLE II
Management Rights

Except as specifically limited by the express provisions of this Agreement, the city retains traditional rights to manage and direct the affairs of the city in all of its various aspects and to manage and direct its employees, including, but not limited to, the following: to plan, direct, control and determine 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 methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.
ARTICLE III
Union Rights

SECTION 3.1 CHECKOFF

Upon receipt of a signed authorization card from an employee in the form set forth in Appendix A, Blue Island agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly dues. The Union shall notify the City of Blue Island in writing of the amount of uniform dues to be deducted. Deductions shall be remitted together with an itemized statement, to the Treasurer of the Union, by the last day of the month in which the deduction was made.

Upon receipt of a signed authorization card from an employee in the form set forth in Appendix A, the City of Blue Island agrees for the duration of this Agreement to deduct monthly contributions to the AFSCME people fund. Deductions shall be made and remitted in the same manner as in the above paragraph.

SECTION 3.2 FAIR SHARE

A. **Fair share deductions.** Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted semi-monthly to the Employer at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

B. **Religious exemption.** Should any employee be unable to pay their contribution to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable
organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

C. **Notice and appeal.** The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

D. **Indemnification.** The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

SECTION 3.3 UNION ACTIVITY DURING WORKING HOURS

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, committee meetings and attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

SECTION 3.4 ACCESS TO PREMISES BY UNION REPRESENTATIVES

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during the last working hour of the day to prevent, resolve or clarify a problem.

SECTION 3.5 TIME OFF FOR UNION ACTIVITIES

A maximum of two (2) Union representatives shall be allowed time off without pay for legitimate Union business such as meetings, state or area-wide Union meetings, state or international conventions, provided such representative(s) shall give at least two (2) weeks notice to his/her supervisor of such absence. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such time without pay. Such time off shall not be detrimental in any way to the employees record.
SECTION 3.6 UNION BULLETIN BOARDS

The Employer shall provide a bulletin board at each location. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Management shall post safety information only on this bulletin board.

SECTION 3.7 INFORMATION PROVIDED TO UNION

Every three (3) months the Employer shall notify the Union in writing of the following personal transactions involving bargaining unit employees: new hires, promotions, checkoff, layoffs, reemployment, transfers, leaves, returns from leave, suspensions, discharges, terminations and Social Security numbers.

In addition, the Employer shall furnish the Union every ninety (90) days a current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

SECTION 3.8 DISTRIBUTION OF UNION LITERATURE

During employee's non-working hours, he/she shall be permitted to distribute union literature to non-working employees in non-work areas and in work areas during non-work hours.

SECTION 3.9 UNION MEETINGS ON CITY OF BLUE ISLAND PREMISES

The Employer agrees to make available the City Council Chambers for Union meetings upon prior notification by designated Union representatives, unless to do so would seriously interfere with the operating needs of the Employer.

SECTION 3.10 INFORMATION PROVIDED ON A QUARTERLY BASIS

The Employer shall provide the Union with the information it has for the names, addresses and telephone numbers of bargaining unit employees on a quarterly basis.
ARTICLE IV
Grievance Procedure

SECTION 4.1 GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance, disagreement or complaint which may arise between parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

SECTION 4.2 OBJECTIVE

The grievance procedure is established to accomplish the following objectives:

A. To provide an orderly procedure to handle grievances, or disagreements through each level of supervision if necessary;

B. To take corrective measures, if possible, to prevent future similar complaints;

C. To resolve the grievance as quickly as possible;

D. To insure fair and equitable treatment of all employees, the Union and Employer.

SECTION 4.3 PROCEDURE

STEP ONE (1) The employee and his/her Steward will first attempt to resolve the problem or grievance with the department head through informal discussion of the issues involved. Every attempt should be made to settle the issue at this level. A grievance must be raised within ten (10) working days of the occurrence of the event giving rise to the grievance. If no settlement is reached at Step One (1), the bargaining unit must give the supervisor notification prior to preceding to Step Two (2).

STEP TWO (2) If the employee's grievance or problem has not been resolved at the department head level, the Steward within ten (10) working days shall present the grievance to the Mayor of Blue Island. The Mayor shall consider the matter and prepare a written response to the Union within five (5) working days after presentation.

STEP THREE (3) If the grievance is not resolved by the Mayor, the Union shall have ten (10) working days to appeal the matter by written notice to the Municipal Services
Committee or Police Committee for employees in the Police Civilian classifications. The aforementioned committees shall agree to hear the grievances within (10) to fourteen (14) working days after notification by the Union of a third level grievance. The reason for the appeal shall be stated. Upon completion of an administrative hearing attended by the grievant and the Union's Grievance Committee, the Union shall receive a written statement of the Municipal Services Committee or Police Committee findings within seven (7) working days of the hearing.

Failure by the City of Blue Island management to render its decisions in Steps 1, 2, 3, within the time herein provided for (including mutually agreed to extension periods) shall be deemed to constitute a granting of the grievance by management to the grievant who initially filed the grievance.

SECTION 4.4 ARBITRATION

If the grievance remains unadjusted the Union may, within thirty (30) working days following the receipt of the Municipal Services Committee or Police Committee written statement of findings as provided in Step 3, file a written notice requesting binding arbitration between the Union and City of Blue Island. The Federal Mediation Service shall be requested to provide a list of seven (7) arbitrators. Both the City of Blue Island and the Union shall have the right to strike three (3) names from the list. A toss of a coin shall determine who shall strike the first name, the other party shall then strike one (1) name. The process will be repeated until one (1) name remains. The remaining person shall be designated as the arbitrator. No arbitrator shall have the authority to add to, subtract from, or change any of the terms of the Agreement but shall have the right to modify any penalty determined to be excessive of the amount deemed necessary in discipline cases.

If both parties agree in writing, more than one (1) grievance of a different type of subject may be submitted to the same arbitrator, who shall be so advised. Expedited arbitration procedure shall be used in discipline cases, and such other cases as mutually agreed to. The decision of the arbitrator in all cases shall be final and binding on all parties.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.
SECTION 4.5 GRIEVANCE COMMITTEE - LABOR MANAGEMENT COMMITTEE

Five (5) employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union, and the five (5) employees so certified shall constitute the Union grievance committee.

The Mayor or his designee shall meet at least once each month, at a mutually convenient time, with the Union grievance committee for a labor/management meeting.

With the exception of any meeting with the Municipal Services Committee or Police Committee all Union-Management or Grievance Committee meetings, including the monthly meeting, shall be held during working hours, on the Employer's premises, and without loss of pay.
ARTICLE V

Vacancies

SECTION 5.1 FILLING OF VACANCIES

When vacancies occur in any department of the City of Blue Island, promotion of employees within the city and between departments will be encouraged. Before a vacant position is available to any person outside the City of Blue Island's present employees, the management shall provide the opportunity to an employee already on the City of Blue Island's payroll who is qualified for the position. A reasonable trial of six (6) months without losing his/her former position will be given.

A notice of job openings will be posted on all bulletin boards for five (5) working days. During this period employees who wish to apply for this open position or job may do so by submitting such application to the Superintendent. The job will be filled by promoting the employee with longest seniority and qualifications.

All open positions shall be posted and filled within a two (2) week period following the date of the opening. If the position is not filled after the posting procedure, the Employer is not obligated to fill the vacant position within the two (2) week period. In the event the employee promoted is not qualified to perform the work, the employee can be assigned his former job, seniority permitting.

A desk clerk in the police department who transfers to the position of records clerk will not lose any wages other than the job differential that exists between positions at the time of the transfer.
ARTICLE VI

Seniority

SECTION 6.1 DEFINITION

Seniority shall mean an employee's length of continuous service since his last date of hire as a full time employee within the bargaining unit.

PROBATION PERIOD - New employees shall serve a probationary period of one hundred and eighty (180) days. Upon completion of their probationary period they shall be added to the seniority list with the seniority accumulating from first date of hire.

SENIORITY LISTS - Every three (3) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

BREAKS IN CONTINUOUS SERVICE – An employee’s continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity on recall after layoff within one year, the break from continuous service shall be removed from his record.

SECTION 6.2 LAYOFF PROCEDURE

When it become necessary to decrease the work force, all probationary and part-time employees shall be the first to be laid off.

PUBLIC WORKS’ PROCEDURE – In the event it becomes necessary to layoff employees from any department within the Public Works for any reason, employees shall be laid off in the inverse order of their unit wide seniority.

POLICE CIVILIAN’S LAYOFF PROCEDURE - In the event it becomes necessary to layoff employees from any department within the Police Civilians for any reason, employees shall be laid off in the inverse order of their unit wide seniority.
SENIORITY 6.3 RECALL PROCEDURE

An employee who has been laid off must report for work within five (5) days after recall. Failure to do so may result in his/her break in seniority. This five (5) day period may be waived provided a satisfactory explanation is given for not reporting, but no back pay will be granted in such cases.
ARTICLE VII
Hours of Work and Overtime

SECTION 7.1 REGULAR HOURS

The regular hours of each day shall be consecutive except that they may be interrupted by a half-hour (1/2) lunch period. Employees are also entitled to one fifteen minute break before and after their lunch break. These breaks must be taken on the job site or within the designated work zone for the day. Employees of the Police Department may combine their two (2) fifteen minute breaks and leave the worksite for one-half hour.

SECTION 7.2 WORK WEEK

The work week for Public Works shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive.

In the police department, beginning with the execution of this contract and thirty days prior to May 1 of each contract year, police civilian front desk clerks shall submit bids on shift requests. These bids shall be honored, based on seniority where practical. The Chief of Police shall have the option to assign or change shifts temporarily in case of emergencies. Shift assignments or reassignments 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. efficiency of the department) The Chief of Police will advise in writing any police civilian clerk who is not given their first requested shift an explanation of why that clerk did not receive their first request. The written explanation is not necessary in instances where seniority is the only determining factor.

SECTION 7.3 WORK DAY

Eight (8) consecutive hours of work within a twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

SECTION 7.4 WORK SHIFT
Eight (8) consecutive work hours shall constitute a work shift. All employees shall be scheduled to work on a regular starting and quitting time, except during snow removal periods at which time employees may be scheduled on special shifts, if necessary.

Employees who are assigned to a shift change shall be notified no less than twenty-four (24) hours before the beginning of the shift.

SECTION 7.5 REST PERIODS

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall receive a 15 minute rest period during each four hour shift.

SECTION 7.6 CLEAN UP TIME

Employees shall be granted a fifteen (15) minute clean up period prior to the end of each work shift except for employees in the Police Civilian's classifications who shall receive a five (5) minute clean up time prior to the end of the work shift.

SECTION 7.7 OVERTIME

A. **Rate of Pay.** Time and one-half the employees regular hourly rate of pay shall be paid for work under any of the following conditions. Compensation shall not be paid twice for the same hours.

B. **Daily.** All work performed in excess of eight (8) hours in any work day.

C. **Weekly.** All work performed in excess of forty (40) hours in any work week.

D. **Before and After Regular Hours.** All work performed before or after any scheduled work shift.

E. **Saturday Work.** All work performed on Saturday as such, except for employees in the Police Civilian's classification whose work schedule includes Saturday.

F. **Sunday Work.** Time and one-half shall be paid for all work on Sunday, except for employees in the Police Civilian's classification whose work schedule includes Sunday.
G. **Distribution.** Overtime work shall be distributed equally among the employees who normally perform the work within the same department. In snow removal situations, laborers will be utilized to perform work, except work requiring the operation of trucks and equipment, whenever possible. The distribution of overtime shall be equalized over a yearly period within each department beginning on the first day of the calendar month this Agreement becomes effective.

On each occasion, the opportunity shall be offered to the employee within the job classification who has the least number of hours to his credit at the time. If this employee does not accept the assignment, the employee with the next fewest hours of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employee has been selected for the overtime work. A list of employees capable of performing work who are in other departments shall be used when department employees are exhausted. In the event an employee refuses overtime he shall be charged as having worked.

A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly.

For employees in the Police Civilian's classification, overtime will be distributed equally among employees within the same classifications for all unscheduled overtime which would consist of a maximum of twelve (12) consecutive hours. Scheduled overtime shall be distributed at the discretion of the Chief of Police in accordance with existing practice.

H. **Work at Employee's Option.** Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. However, for employees in the Police Civilian's classification in an emergency situation including situations where no other qualified employee can be scheduled to work overtime, the Employer shall have the right to order a qualified employee to work overtime.

SECTION 7.8 MEAL PERIODS

All employees shall be granted a meal period during each work shift of the regular work day. Whenever possible, the meal period shall be scheduled at the time of each shift or regular work day. The Employer shall furnish a paid thirty (30) minute meal period to employees who are requested to, and do work for (4) hours beyond their regular quitting time, or four (4) hours before their regular starting time. Each employee shall be allowed six ($6.00) dollars per meal or the cost
of the meal, whichever is the lesser of the amount, after having completed four (4) hours of overtime in these situations. Employees must pay for their own meals and present receipts for meals. Receipts must be signed and dated by the employee and turned into their immediate supervisors.

The employees shall be furnished additional meals for each four (4) hours thereafter while they continue to work. The employees reimbursement shall be made the week following the submission of the receipts.

SECTION 7.9 CALL BACK PAY

Any water department or public works department employee called back to work outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours at the applicable rate of overtime pay on the emergency work. Any such employee called back shall be paid at his/her applicable overtime rate of pay if he/she works beyond three (3) hours.

SECTION 7.10 STANDBY FOR EMERGENCY

Any employee is entitled to standby pay if he/she is required by the Employer to be on standby; that is, to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time after completing the employee’s work day.

An employee entitled to standby pay shall receive two (2) hours of pay at the applicable rate for each day or portion thereof of standby whether required to work or not, except in the water department where designated employees will be paid two (2) hours minimum at time and one-half for required maintenance of pumping stations. Unless notified by the Employer one (1) hour prior to reporting to work, employees who are scheduled to work overtime shall be paid two (2) hours at the applicable rate if the overtime is cancelled.

Employer will pay two (2) hours of standby pay for employees in the water department who are on standby on Fridays for work at the pumping station.
ARTICLE VIII

Discipline

SECTION 8.1 DEFINITION

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

A. Oral reprimand;
B. Written reprimand;
C. Suspension (notice to be given in writing); and
D. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Notations of oral reprimands may be placed in the employee's personnel file and signed by the employee. Signing by the employee of oral reprimands is not mandatory. All other disciplinary actions or measures shall be signed by the employee as acknowledgement only of the discipline imposed.

SECTION 8.2 MANNER OF DISCIPLINE

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 8.3 PRE-DISCIPLINARY MEETING

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, employees shall be informed of their rights of Union representation and shall be entitled to such, if so requested by the employee, and the employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union
representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

SECTION 8.4 ORAL REPRIMANDS

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

SECTION 8.5 NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION

A. In the event disciplinary action is taken against an employee other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing of the reasons therefore. The measure of discipline and the statement of the reasons may be modified, after the investigation of the total facts and circumstances, but once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the facts and circumstances.

B. An employee shall be entitled to the presence of a grievance representative at an investigatory interview of an employee if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

SECTION 8.6 REMOVAL OF DISCIPLINE

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from an employee's record if, from the date of the last warning or discipline, six (6) months pass without the employee receiving an additional warning or discipline for such offense. Any reprimand for other causes shall be removed from the employee's record after twelve (12) months. Such removal shall be at the request of the employee but in any case shall not be used against the employee.
ARTICLE IX
Holidays

SECTION 9.1 HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Employee's Birthday

SECTION 9.2 SATURDAY AND SUNDAY HOLIDAYS

Should any of these holidays fall on Sunday, Monday shall be considered the holiday. Should any fall on a Saturday, Friday shall be considered the holiday. Employees not scheduled to work on a holiday shall receive pay at their regular rate for the holiday.

SECTION 9.3 HOLIDAY PAY SCHEDULE

Employees in the Public Works Department who are called out for emergency work on a holiday as specified in Section 9.1 shall be paid at a rate computed at one and one-half (1-1/2) times their regular rate of pay plus their regular rate of pay for the first eight (8) hours of work on the holiday. They shall be paid one times their regular rate of pay plus their regular rate of pay for all hours worked in excess of eight hours on the holiday.

Employees in the Police Department who are scheduled to work on a holiday as specified in Section 9.1 as part of their regular shift shall receive their regular rate of pay plus their holiday pay for the first eight (8) hours worked. They shall be paid at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours on a holiday.
ARTICLE X
Paid Vacation

SECTION 10.1 EARNED VACATION

Employees shall be granted paid vacation for the period specified below based upon the following service requirements:

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<thead>
<tr>
<th>City Service</th>
<th>Vacation Period</th>
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<tbody>
<tr>
<td>over one but less than five (5) years</td>
<td>two (2) weeks</td>
</tr>
<tr>
<td>over five but less than ten (10) years</td>
<td>three (3) weeks</td>
</tr>
<tr>
<td>over ten but less than fifteen (15) years</td>
<td>four (4) weeks</td>
</tr>
<tr>
<td>over fifteen (15) or more years</td>
<td>five (5) weeks</td>
</tr>
</tbody>
</table>

Employees having 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 $800 per week in Public Works and $600 per week in the Police Department in lieu of taking a fourth and/or fifth week of vacation. Such selection shall be made in writing to the superintendent or his designee in Public Works or the Chief of Police or his designee in the Police Department. Payment shall be made in July of each year. If the employee selects two vacation weeks for payment, the employee has the option to take payment for each vacation week in separate pay periods. Proper notification must be given at the time of selection.

SECTION 10.2 RATE OF VACATION PAY

The rate of vacation pay shall be at the employee's regular rate of pay.

SECTION 10.3 COMPUTATION OF VACATION

Vacation pay shall be computed as of the anniversary date for each employee as their starting date represents that they are full time employees.

SECTION 10.4 SELECTING VACATIONS

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict.
over vacation periods. Vacation leave shall not be granted in units of less than one-half (1/2) working day.

SECTION 10.5 PRO-RATED VACATION DAYS

Employees working more than 1500 hours in a fiscal year shall be entitled to full vacation pay. Employees working less than 1500 hours in a fiscal year shall have their vacation pro-rated based upon the hours worked as a percentage of 1500 hours. Personal and sick days taken shall count as time worked.
ARTICLE XI
Leave of Absence

SECTION 11.1 PERSONAL CONVENIENCE DAY

Employees shall accrue four (4) personal convenience leave days per fiscal year. A personal convenience leave day may be used at the discretion of the employee by notifying the department head. Upon separation from employment, employee shall be paid for accrued unused personal convenience leave days, on a pro-rated basis upon their total hours worked in the fiscal year as a percentage of 1500 hours as provided in Article X, Section 10.5.

SECTION 11.2 SICK AND DISABILITY LEAVE

A. Purpose. Sick leave with pay is provided as a benefit in recognition that employees and their families do contract various illnesses 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 for them to work while sick.

Sick leave may be used for illness, injury, disability, and doctor’s or dentist’s appointments. Sick leave may also be used for necessary care and attendance for a member of the employee’s immediate family living within the same household. The employee may use accrued sick leave before going on disability.

B. Sick Leave Accrual. Sick leave shall be accrued at a rate of 7.33 hours per month for all employees. Sick leave may be taken in increments of four (4) hours or a work day (eight hours).

C. Sick Leave Accumulation. There is no limit on sick leave accumulation. Upon separation from employment an employee (or their estates) shall be compensated at their regular rate of pay for accumulated sick leave in accordance with existing City Ordinance 2287 or its successor.

The Superintendent shall maintain a record of accrual and use of sick leave and such record shall be made available to employees by their department quarterly.

D. Doctor’s Excuse. Employees shall be allowed to utilize sick leave without a doctor’s excuse for up to eight (8) occurrences (which are under three consecutive days in duration)
per fiscal year. An occurrence is defined as any utilization of sick leave for four hours, one work day, or any consecutive increments (days or four hours) of sick time. For example, the utilization of two (2) consecutive sick days shall be recorded as one occurrence.

Before establishing eight (8) occurrences of sick leave without a doctor’s excuse, an employee may voluntarily submit a doctor’s excuse for an occurrence and that occurrence will not count towards their eight (8) occurrences.

Employees shall be required to submit a doctor’s excuse within ten (10) working days when using sick leave if:

1. an employee uses sick leave more than eight (8) occurrences (under three days duration) per fiscal year, or
2. an employee uses three or more consecutive sick days, or
3. an employee uses a sick day before or after a holiday and does not want to forfeit holiday pay.

E. Sick Leave Abuse. Sick leave is to be used for the purposes set forth in this Article or in such other provisions of this Agreement that specifically provide for the taking of sick leave. The employer will not discipline an employee for the legitimate use of sick leave in accordance with these provisions.

Any other use of sick leave by an employee may constitute sick leave abuse and may be subject of discipline. Suspected sick leave abuse will be reviewed on a case-by-case basis to determine appropriate corrective action. Factors taken into consideration may include consistently using sick leave in a direct proportion to the amount of time earned, using sick leave in a predictable pattern, failure to provide required doctor’s excuse(s), or failing to properly call-in sick leave.

Two incidents of sick leave abuse in a fiscal year will result in a written warning, three incidents in a one day suspension, four incidents in a three day suspension, and five incidents in a discharge.

F. Light Duty. An employee shall accept light duty with a doctor’s approval in the event the employee suffers illness, injury, or disability. If possible, the Employer will make light duty available. In the event there is a dispute between the medical authorities for the city and the employee, the dispute shall be submitted to a neutral doctor.

G. Returning to Same or similar Job Position. When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same
or similar position in which the employee was working prior to the commencement of such leave, seniority permitting.

SECTION 11.3 BEREAVEMENT LEAVE

A. Leave of absence with pay for three (3) consecutive days shall be granted an employee by the department head in the event of a death in the immediate family. The immediate family will include spouse, children, and spouse of children; parents of both employee and spouse; brothers and sisters of employee and spouse; grandchildren and grandparents of employee and spouse. Included in this definition are foster and step relatives. Such leave shall be at full pay and not be charged against sick leave or vacation time. Requests for leave in excess of three (3) days shall be granted by the Mayor on the basis that the employee may use any accumulated vacation or personal days.

B. Leave of absence without pay of up to three (3) consecutive days shall be granted by the department head in the event of the death of family members outside the immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Mayor.

SECTION 11.4 EMERGENCY

An employee may be granted an emergency leave of absence without pay by the department head for a period not to exceed two (2) weeks. With the approval of the Mayor, an emergency leave without pay may be granted for periods exceeding two (2) weeks.

SECTION 11.5 GENERAL AND MATERNITY

The Employer shall grant general leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause. Employees may request a general leave beyond the actual period of disability for maternity related purposes.

SECTION 11.6 JURY OR COURT

Employees required to report for Jury Duty or subpoenaed shall be granted a leave of absence with pay (except in matters of non-work related personal litigation) until released by the court. The employee shall remit to the City of Blue Island all fees, cost of CTA or RTA fares, for Jury Duty, within thirty (30) days of termination of his/her service.
SECTION 11.7 MILITARY

An employee who is a member of the military service shall be granted leave for two (2) weeks for annual training sessions. The City of Blue Island will compensate the employee for the difference in pay from the armed services received by the employee on military leave.

SECTION 11.8 UNION LEAVE

The Employer shall grant a request for leave of absence for not more than two (2) bargaining unit employees at any known time for the purposes of service as AFSCME representative or officers with the International, State, or Local organization of the Union. Such leave shall not be in increments less than one (1) month.

SECTION 11.9 LEAVE FOR ELECTED OFFICE

Any employee who is elected to public office shall upon request, be granted a leave of absence for the duration of the elected term. The employee shall retain, but not accumulate, seniority for the duration of the term.

SECTION 11.10 EMPLOYEE DEVELOPMENT / JOB-RELATED TRAINING / EDUCATION PROGRAMS

A. The City of Blue Island encourages employees to participate in job related training and education programs.

B. The Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employees work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals. The Employer hereby subscribes to principles of career ladders and promotions within the organization.

C. Employees shall be granted reasonable amounts of leave with pay to attend job-related meetings, conferences, and seminars if approved by the City Council. The Employer shall pay the cost of attendance fees, overnight travel allowances, and other travel expenses associated with attending job-related meetings, conferences, and seminars.
D. Employees may pursue an educational program related to his/her position with the City of Blue Island. The employee shall submit such a request in writing to the department head. The city shall reimburse the employee for the approved cost of tuition, fees and books upon the employee's successful completion of the approved education program.

An employee who voluntarily leaves the employment of the city to seek other employment within one (1) year of completing the approved education program shall reimburse the city for the costs of education paid by the city.
ARTICLE XII
Wages

SECTION 12.1 WAGES AND COMPENSATION PLAN

A compensation wage plan shall provide for salary grades, longevity steps, and rates for classification.

Each position in the plan shall be assigned a description of duties and salary grade as established under the plan. All classifications shall have clearly defined duties and responsibilities.

SECTION 12.2 WAGE SCALES

The wage rates for each existing employee for the period from May 1, 2011 to April 30, 2014 are set forth in Appendix "A". The entry rates for each classification of employees working in the department of Public Works and the Police Civilians of the City of Blue Island is established and set forth in Appendix "B".

SECTION 12.3 SHIFT DIFFERENTIALS - PUBLIC WORKS ONLY

In addition to the established wage rates, the Employer shall pay an hourly premium of $0.90 per hour to employees working in the Public Works Department for all hours worked on a regularly scheduled eight (8) hour shift beginning at or after 4:00 p.m. and ending at or before 8:00 a.m. This shift differential shall be included in the hourly wage calculations for sick leave, personal leave, vacation leave and other paid leave.

This hourly premium shall not apply to employees working in the Police Department. No shift differential or hourly premium shall be paid to these employees.

SECTION 12.4 PAY PERIODS

The pay period for all employees shall be bi-weekly, with the close of the pay period designated at 12:00 a.m. on the Saturday before the actual pay date. Salaries will be paid by the close of the work day on the following Friday. When a holiday falls on a payday, salaries will be paid the preceding work day.
SECTION 12.5 DEDUCTIONS

Deductions are made from pay checks in accordance with Federal and State law, written authorization of employees, retirement plans; other rules and regulations. The amounts deducted appear on the employee’s check stub.

Statutory deductions include Federal and State income tax withholding Illinois Municipal Retirement Fund, Social Security, Community Credit Union, Union dues, AFSCME’s check-off and other deductions agreed to.

SECTION 12.6 JOB CLASSIFICATION DESCRIPTIONS AND AUDITS

A. Job classification descriptions have been furnished to the Union and are part of this contract. Job classification descriptions shall have added to them the following: "Performs other duties as required or assigned which are reasonably within the scope of duties enumerated."

B. If either party to this agreement requests, a meeting shall be scheduled to discuss whether or not job classification descriptions need to be revised or whether new ones need to be created or old ones deleted.

C. When a question arises as to whether or not an employee in a position classification is working out of his/her position classification, the Union may request a job audit.

Such audit shall be based on the duties as performed during the period in question. The audit shall be conducted by the superintendent on the basis of skill, responsibility, effort, working conditions and the results submitted to the Union.

A grievance may be filed at the second or final step of the grievance procedure over the audit results if it is believed that such does not reflect true facts. The Union shall be provided with all documents with respect to the audit results.

If it is agreed, and the arbitrator decides, or a proper audit shows that an employee was performing duties of another position classification, the employee shall be paid in accordance with the Temporary Assignment Article of this Agreement.
SECTION 12.7 TEMPORARY ASSIGNMENT

A. Temporary job openings are defined as job vacancies that may periodically develop in any job classification that do not exceed forty-five (45) days. Job openings that recur on a regular basis and that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

No employee shall be assigned to a temporary job opening more than twice in succession, unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate supervisor. It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job opening unless such job opening could be filled in another manner.

B. In the event an employee is temporarily assigned duties of a position in a higher classification, the employee shall be compensated at the rate of the higher classification for a minimum of four (4) hours or for the duration of the assignment.

C. In the event an employee is temporarily assigned duties of a position in an equal or lower classification, the employee shall be compensated at his/her rate.

D. Should the position become a permanent vacancy, the proper Article of this Agreement regarding seniority and filling vacancies shall be applied.

SECTION 12.8 LONGEVITY STIPENDS

During the term of this Agreement each employee will receive on his or her Tenth, Fifteenth and Twentieth Anniversary of consecutive service to the City, a one time stipend of $850.00 for ten years of consecutive service, $1,350.00 for fifteen years of consecutive service, and $1,850.00 for twenty years of consecutive service to the City of Blue Island. This stipend shall be paid only one time on the first payroll after the employee’s anniversary date.

During the term of this Agreement employees who have Twenty-Five Years of consecutive service to the City of Blue Island will receive at a minimum, a one time stipend of $1,000.00, and, at a maximum, a one time stipend of $2,500.00. This stipend shall be paid only one time on the first payroll after the employee’s twenty-fifth anniversary date. Employees in the twenty-five year category will be able to receive a percentage of the one time stipend in excess of the minimum of
$1,000.00 based upon the number of unused sick days they have to their credit on their twenty-fifth anniversary date as a percentage of 100 sick days.

By way of example: An employee with 100 unused sick days would receive the full $2,500.00. An employee with 50 unused sick days would receive $1,750.00 and an employee with 0 unused sick days would receive $1,000.00.

An incident of long term illness when twenty (20) or more days of sick leave is taken consecutively will not be subtracted in calculating the number of unused sick days an employee has remaining.

SECTION 12.9

Any Records Clerk who is assigned to Desk Clerk duties for 4 hours or more per shift shall be paid an additional Fifty Cents ($0.50) per hour for those hours worked as a Desk Clerk.
ARTICLE XIII

Insurance

SECTION 13.1 HEALTH INSURANCE

During the period from May 1, 2011, through April 30, 2014, employer shall provide health insurance benefits pursuant to its current health and hospitalization insurance plan which has been in effect since July 1, 2010.

If legislation is passed on a national or state level which mandates or requires any changes or modifications in the then existing health insurance plan or benefits made available pursuant to employer’s insurance plan, then this agreement as it concerns health insurance benefits for employees shall become subordinate to the mandates and requirements of the legislation. The parties agree that they will cooperate fully to implement the mandated and required changes in accordance with the terms of the legislation and any regulations.

SECTION 13.2 LIFE INSURANCE

Term Life Insurance of $50,000.00 shall be provided by the city for each employee in the bargaining unit.

SECTION 13.3 HEALTH AND HOSPITALIZATION INSURANCE FOR RETIRED EMPLOYEES

I Retiree Health Insurance

The following provisions shall apply to all current full time employees who retire from active full time employment with the city after reaching the age of 55 years and completing no less than twenty (20) years of service as full time employees for the city. There will be no retiree health insurance for any full time employee hired subsequent to September 1, 2003 and the provisions of this Article will not apply to any full time employee hired on or after September 1, 2003.
II

Definitions

The following words and phrases hereinafter set forth shall, for the purposes of this Section, have the meanings respectively ascribed to them except when the context of this Agreement requires otherwise.

1. **Retired Employee:** is defined as any person hired as a full time employee prior to September 1, 2003 and who retires after being actively engaged in the performance of a departmental duty on a full time basis for a period of not less than twenty (20) years and who has reached the age of not less than 55 years.

2. **Basic Medical and Hospitalization Insurance:** is defined to be the basic medical and hospitalization insurance policy or self-insurance plan which the City of Blue Island provides for its full time employees who are actively working.

3. **Contribution for Insurance:** is defined to be the amount of money, or its equivalent, which the City of Blue Island pays or assesses as an equivalent premium at any point in time on a monthly or other periodic basis, as a premium for basic medical and hospitalization insurance to insure an unretired, individual employee without spousal or dependents insurance coverage.

4. **Full Time Employment:** is defined to be active engagement in the performance of a departmental duty on a continuous basis for a period of not less than 20 years for not less than 40 hours per week.

III

Limits on Contributions for Insurance by the City

The City shall only be required to provide retirees with the same basic medical and hospitalization insurance policy or self-insurance plan that the city provides to its unretired, individual employees without spousal or dependents insurance coverage.

IV

Contribution by the City for Health Insurance for Retired Employees

The city shall only pay, as a contribution for basic medical and hospitalization insurance for retired employees with a minimum of twenty (20) years but less than twenty-five (25) years of full time employment as defined above, an amount of money which does not exceed thirty-three and 1/3 percent (33 1/3%) of the contribution for insurance which the city pays or assesses as an equivalent premium, on a monthly or other periodic basis, for basic medical and hospitalization insurance to
insure an unretired, individual employee without spousal or dependents insurance coverage. To obtain this benefit and keep this benefit in effect the retired employee shall be required to pay the balance of the equivalent premium on a monthly or other periodic basis in accordance with the direction of the city.

The city shall only pay, as a contribution for basic medical and hospitalization insurance for retired employees with a minimum of twenty-five (25) years but less than thirty (30) years of full time employment as defined above, an amount of money which does not exceed sixty-six and 2/3 percent (66 2/3%) of the contribution for insurance which the city pays or assesses as an equivalent premium, on a monthly or other periodic basis, for basic medical and hospitalization insurance to insure an unretired, individual employee without spousal or dependents insurance coverage. To obtain this benefit and keep this benefit in effect the retired employee shall be required to pay the balance of the equivalent premium on a monthly or other periodic basis in accordance with the direction of the city.

The city shall only pay, as a contribution for basic medical and hospitalization insurance for retired employees with a minimum of thirty (30) years of full time employment as defined above, an amount of money which does not exceed one hundred (100%) of the contribution for insurance which the city pays or assesses as an equivalent premium, on a monthly or other periodic basis, for basic medical and hospitalization insurance to insure an unretired, individual employee without spousal or dependents insurance coverage.

The amount of the city’s contribution for basic medical and hospitalization insurance and the policy of insurance for retired employees as defined herein, is subject to adjustment, modification, amendment, alteration or change in accordance with the city’s then existing policy of basic medical and hospitalization insurance provided to its unretired, individual employees without spousal or dependents coverage.

V

Limit on Contributions and Insurance

Retired employees, as defined herein, shall not be provided with a policy of basic medical and hospitalization insurance, at any point in time, that is different from that which is provided to unretired, individual employees or with a contribution for insurance which the city pays or assesses as an equivalent premium, on a monthly or other periodic basis, for basic medical and hospitalization insurance to insure an unretired, individual employee without spousal or dependents insurance coverage.
VI

Supplemental Insurance

When a retired employee reaches the age of 65 the city will provide supplemental insurance coverage through a self-insured plan or make a contribution for a supplemental policy of insurance, which provides for health insurance benefits which Medicare Part A, Medicare Part B and any prescription plan provided by Medicare does not cover.

The retired employee shall be required to provide and pay for Medicare Part A and Medicare Part B health and hospitalization insurance and any prescription plan provided by Medicare.
ARTICLE XIV

Uniforms and Protective Clothing and Tools

SECTION 14.1 PROTECTIVE CLOTHING

Protective equipment and wearing apparel, as required by the Employer shall be designated by the Employer.

The clothing allowance is $600/year for both fiscal years of the Collective Bargaining Agreement for police civilians and $500.00/year for both fiscal years of the Collective Bargaining Agreement for Public Works employees.

Blue Jeans or blue workpants, light or dark blue shirts with city patches, and approved safety T-shirts in lieu of safety vests will be allowed in Public Works.

SECTION 14.2 MAINTENANCE AND MECHANICS TOOL ALLOWANCE

The city will allot $500.00 annually for the purchase of the personal tools for the city mechanics.
ARTICLE XV
Non-Discrimination

SECTION 15.1 PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors.

SECTION 15.2 UNION DISCRIMINATION

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union, or because of their exercise of any rights granted by this Agreement.
ARTICLE XVI
Subcontracting

SECTION 16.1 POLICY

It shall be the policy of the city to utilize its best efforts to keep the work of the city within the bargaining unit insofar as practical to do so. When necessary to deviate from this practice, the local Union shall be informed of the reason before the work is subcontracted, except in case of emergencies.

SECTION 16.2 OBJECTIVES

The objectives of this policy will require the city's consideration of whether:

1. There are adequate numbers of qualified seniority employees available to perform the needed work within any required time limitations as well as to meet time limitations on other scheduled work;

2. There is sufficient suitable equipment available at the facility;

3. The use of seniority employees will not involve extra cost to the city; and

4. Whether the needed work involves hazards that do not prevail in the normal assignments of the available seniority employees.
ARTICLE XVII
 Strikes and Lockouts

SECTION 17.1 LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

SECTION 17.2 STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.
ARTICLE XVIII
Official Individual Employee Records

SECTION 18.1 PERSONAL RECORDS

The superintendent shall keep and maintain an official personnel file for employees, which shall be the sole basis for formal actions undertaken by the City of Blue Island with regard to the employee. The employee, and/or a Union representative with the employee's written consent, may examine personnel files so maintained. Such examination may be conducted during the working time of the employee provided the employee obtains the permission of his/her immediate supervisor to leave the work assignment. Such permission shall not be unreasonably withheld. The employees are entitled to give written rebuttal to actions.

SECTION 18.2 DETRIMENTAL INFORMATION

Detrimental information concerning non-merit factors not related to the performance of job duties shall not be placed in an employee's personnel file, nor be placed in a supervisor's working file so maintained for the employee.

SECTION 18.3 PAYROLL RECORDS

The Payroll Department shall keep and maintain an official record for employees. An employee shall have the right to review his/her time and pay records on file with the Employer, after arranging for such review with the superintendent.
ARTICLE XIX
Savings Clause

In the event any Article, Section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision. Upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
ARTICLE XX
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.

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.

On the South the boundary shall be North of the center line of Manhattan-Monee Road 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 drawn on the attached map.

On the West the boundary shall be East of the center line of the roads and highways as shown on the attached map 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.

There will be no exceptions to these boundaries. See Appendix “C,” the Boundary Map.
ARTICLE XXI
Drug Policy

The City of Blue Island's policy for Drug and Alcohol Testing is incorporated herein by reference and made a part hereof the same as if set forth verbatim herein.
ARTICLE XXII
Termination Dates

This Agreement shall be effective as of May 1, 2011, and shall remain in full force and effect until April 30, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall be begin not later than 30 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Dated: 7-11, 2011

Dick Crofter
A.F.S.C.M.E. REPRESENTATIVE

Donald E. Pelkey
MAYOR, CITY OF BLUE ISLAND

Joseph Lentz
LOCAL PRESIDENT

James P. Brown
CITY ATTORNEY

LOCAL SECRETARY

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*NO RETIREE INSURANCE BENEFIT
APPENDIX "B"

AFSCME ENTRY RATES BY JOB CLASSIFICATION

5/1/11-4/30/14

PUBLIC WORKS

Heavy Equipment Operator $22.2000
Truck Driver $18.1500
Laborer $14.4500
Mechanic $20.7000

WATER DEPARTMENT

Heavy Equipment Operator $22.2000
Truck Driver $18.1500
Laborer $14.4500
Mechanic $20.7000

POLICE DEPT. CIVILIAN PERSONNEL

Desk Clerk $14.2000
Records clerk $13.7000