

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BLUE ISLAND, BLUE ISLAND, ILLINOIS

AND

THE BLUE ISLAND PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF LOCAL # 3547

May 1, 2014 to December 31, 2017

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ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Blue Island, an Illinois municipal corporation (herein referred to as the "EMPLOYER" or City) and the Blue Island Professional Firefighters Association, Local #3547 of the International Association of Firefighters (hereinafter referred to as the "B.I.P.F.A.").

It is the purpose of this Agreement and it is the intent of both parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the B.I.P.F.A., to promote departmental efficiency and effectiveness, to establish wages, hours, standards 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 negotiations, interpretations 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 2

RECOGNITION

The City hereby recognizes the Blue Island Professional Firefighters Association as the sole and exclusive collective bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all Firefighters in the bargaining unit. The bargaining unit shall include a minimum of 21 Full-Time Firefighters, and 3 Lieutenants employed by the Fire Department of the City of Blue Island, Illinois (hereinafter referred to as "member" or "employee").

Positions EXCLUDED from the above-described bargaining unit shall include the Fire Chief, Deputy Chief, and any others excluded by the Illinois Public Labor Relations Act - 1984: P.A. 83-1012, 5 ILCS 315/1 et seq. Illinois Compiled Statutes.

ARTICLE 3

ASSOCIATION SECURITY

Section 3.1 Service Charge

Any present or future employee who is not a member of the B.I.F.F A shall be required to pay a monthly service charge as a contribution toward the administration of this Agreement equal to an amount of any fee requirement as required as members of the B.I.P.F.A. and may from time to time be altered or amended by direction of the B.I.P.F.A. Board of Directors.

Section 3.2 Payroll Deductions

The Employer agrees in accordance with 50 ILCS 125/0.01 et seq. of the Illinois Compiled Statutes, to deduct, once each month, dues and assessments, including contributions as referred to in Section 3.1 "Service Charge", in an amount certified to be current by the Treasurer of the Blue Island Professional Firefighters Association, from the pay of those employees who individually request in writing that such deductions be made. Service charges shall not require a request in writing, but shall be in the nature of a request by the Treasurer of the B.I.P.F.A. in conjunction with the provisions hereinafter stated. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the B.I.P.F.A. This authorization shall remain in effect during the term of this Agreement and any period of time thereafter during negotiations for any future agreement between the parties.

Section 3.3 Fair Share

Each Employee eligible for membership in the bargaining unit on or before thirty (30) days from the date of commencement of duties shall join the B.I.P.F.A. or pay a fair share fee subject to the provisions of Section 3.1 above-referenced equivalent to the amount of dues uniformly required of members of the B.I.P.F.A., including local, state and national dues, if appropriate, so long as the B.I.P.F.A. remains the exclusive bargaining agent as provided in Article 2 of this Agreement.

Section 3.4 Fair Share

In the event the bargaining unit member does not pay his/her own fair share directly to the B. I.F.F.A. by appropriate dates as provided in Section 3.1 herein, upon notice in writing by the B.I.P.F.A. to the Board or their designee, the City shall deduct the fair share from the wages of the eligible employee. Such deductions shall be subject to Article 3, Section 3.6 below, and shall not be subject to the grievance procedure of this Agreement. However, nothing shall preclude any individual employee who is eligible to become a member of the bargaining unit from utilizing the grievance procedure as provided herein.

Section 3.5

Such fee, upon proper deduction, shall be paid to the B.I.P.F.A. in conjunction with the next regular dues deduction payment.

Section 3.6

The obligation to pay a fair share fee will not apply to any member who, on the basis of a bona fide religious tenet or teaching of the church or religious body of which such employee is a member, objects to the payment of a fair share to the B.I.P.F.A. Upon proper substantiation and collection of the entire fee, the B.I.P.F.A. will make payment on behalf of the employee to a mutually agreeable non-religious, charitable organization as per B.I.P.F.A. policy and the Rules and Regulations of the Illinois Labor Relations Board.

Section 3.7

The B.I.P.F.A. agrees to indemnify and hold the Employer harmless to any claim or suit, including reasonable attorney's fees that may arise as a result of a suit or a claim regardless if made by or on behalf of any employee, arising out of or connected with the Employer's compliance with this fair share provision or in connection with actions taken by the Employer at the B.I.F.F.A.'s request pursuant to this fair share provision.

Section 3.8

The Employer shall give adequate notice of any action or claim to the B.I.P.F.A. in order to permit the B.I.P.F.A. to defend such a claim or action through its counsel at its own expense. The Employer shall cooperate with the B.I.P.F.A. and its counsel in obtaining and giving evidence, obtaining witnesses and making relevant subpoenaed information available at both trial and appellate levels.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all Members and develop and apply equal employment practices.

Section 4.2 Non-Discrimination

The Employer shall not discriminate against Members, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, or national origin of the Members; nor shall the Employer discriminate against Members as a result of membership in the B.I.P.F.A.

Section 4.3 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1 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 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 and enforce 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.

Section 5.2 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.

Section 5.3 Discipline

The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

- 1st Offense Documented Verbal Warning
- 2nd Offense Written Reprimand
- 3rd Offense 24 hour Suspension

4th Offense More than 24 hour Suspension

5th Offense Termination

It will be the duty of the Lieutenant/ Acting Lieutenant to notify the Chief in writing of all violations, including the date and time of the incident and any other pertinent information regarding the violation. This will not be limited to or prohibit the right to forego the above steps in severe circumstance.

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 reprimands is not mandatory.

Section 5.4 Discipline Procedure

The following procedures will apply only to those employees who have successfully completed the probationary period:

(a) All discipline involving suspensions without pay of twenty-four (24) hours or less shall continue to be appealable solely to the Civil Service Board.

(b) All discipline involving a suspension of more than twenty-four (24) hours, or proposed termination of non-probationary employees shall be appealable at the bargaining unit member's choice through this Agreement's grievance-arbitration procedure or through the Civil Service Board, but not both. The bargaining unit member's selection of one forum of review excludes the other. In order to exercise the grievance-arbitration procedure, the bargaining unit member must send a

“Notice of Election” in writing to the Fire Chief within ten (10) calendar days, the discipline may only be determined by the Board and may not be review through the grievance-arbitration procedure.

(c) If the bargaining unit member elects to have the discipline reviewed through the Agreement’s Grievance Procedure, the Chief shall have the authority to implement the contemplated discipline, and the matter shall proceed directly to STEP THREE of the Grievance Procedure in Section 9 of this Agreement.

ARTICLE 6

COLLECTIVE BARGAINING

The Employer or its designated representative agrees to meet with and negotiate with a committee representing the B.I.F.FA for the purpose of agreeing upon and executing a new agreement covering wages, rate of pay, hours, and all other terms and conditions of employment. Such negotiations shall be participated in as adopted and effectuated within a reasonable period of time. Such negotiations shall be in conformity with the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq., and the terms and conditions pertaining to bargaining provided in this Agreement.

ARTICLE 7

NO STRIKE / NO LOCKOUT

Section 7.1 No Strike Commitment

Neither the B.I.P.F.A. nor any member will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any Member, or engage in the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the B.I.P.F.A. nor any Member shall refuse to cross any picket line, by whomever established.

Section 7.2 Resumption of Operations

In the event of action prohibited by Section 7.1 above, the B.I.P.F.A. immediately shall disavow such action and request the employee to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The B.I.P.F.A., including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.3 B.I.P.F.A. Liability

Upon the failure of the B.I.P.F.A. to comply with the provisions of Section 7.2 above, any agent or official of the B.I.P.F.A. who is a Firefighter covered by this Agreement may be subject to the provisions of Section 7.4 below.

Section 7.4 Discipline of Strikers

Any Member who violates the provisions of Section 7.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any Member who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a Member in fact participated in action shall be subject to the grievance and arbitration procedure.

Section 7.5 No Lockout

The City of Blue Island shall not lockout, restrict, interfere prevent or in any way interfere with the rights of the employees covered by this Agreement to come to work and seek to perform their duties.

ARTICLE 8

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1 Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the B.I.P.F.A. or any member covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms or provisions of this Agreement, of all alleged violations to the terms or provisions of this Agreement.

Section 9.2 Definitions

For the purposes of this grievance procedure, the following definitions shall be applicable:

Grievant Shall mean any employee covered under this Agreement or The B.I.P.F.A. in behalf of all employees in the unit, who, pursuant to the terms of this Agreement, seeks resolution for a grievance.

Grievance is an allegation placed in writing by the grievant that an express provision or term of this Agreement has been violated by the Employer. The written grievance shall contain specific details, including the Article and Section alleged to be violated, and the remedy sought, names of involved persons, date, place, and signature of the grievant.

Section 9.3

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant Member and/or the B.I.P.F.A. representative under this Article for pre- arbitral steps under Section 9.4.

Section 9.4

Step 1: The employee, with a B.I.P.F.A. representative, shall submit in writing the grievance to the department head within fifteen (15) business days of its occurrence. Monday thru Friday shall be considered as business days. The department head shall then attempt to adjust the matter and respond in writing within five (5) business days after such discussion. In the event the aggrieved matter relates to payroll, the grievant shall have thirty (30) business days to file a grievance.

Step 2: If an agreed adjustment is not reached in Step 1, the grievant will then proceed to the Mayor or his designee for attempted resolution. The Mayor or his designee shall schedule a meeting regarding the proposed grievance within seven (7) business days of receiving the grievance. The Mayor or his designee will not schedule any other business for the meeting and shall inform the B.I.P.F.A. as to the time and the date of said meeting. After the meeting, the Mayor or his designee will notify the B.I.P.F.A. in writing, within five (5) business days of his regarding the grievance.

Step 3: If the grievance is still unsettled, it shall be referred for arbitration by written request within fifteen (15) business days of the termination of the Step 2 proceeding. The interpretation or the application of this Agreement shall be submitted to arbitration under the Voluntary Rules of the American Arbitration Association. The Employer and the B.I.P.F.A. further agree to accept the arbitrator's award as final and binding upon them. The costs of arbitration shall be borne equally by the Employer and the B.I.P.F.A.

ARTICLE 10

CIVIL SERVICE COMMISSION

The parties recognize that the Civil Service Commission of the City of Blue Island, County of Cook; has certain statutory authority; 65 ILCS 5/10-1 et seq. Illinois Compiled Statutes, over employees covered by this Agreement, including but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Civil Service Commission, except as otherwise provided in this Agreement.

ARTICLE 11

LAY-OFF

Prior to laying off any permanent employees, all paid on call, probationary, temporary, or part-time employees functioning -within the Fire Department shall be-laid-off or terminated as the case may be.

In the event of a lay-off of sworn personnel, the Employer agrees not to hire civilian personnel to perform the duties that only a Firefighter can perform. A Firefighter shall be defined to mean any person who, by virtue of their office, is vested by law with a duty of firefighting and EMS duties.

In the event of further lay-off, sworn personnel will be laid off in reverse order of their seniority. Rehiring shall be in accordance with 65 ILCS 5/10-1-38, et seq. of the Illinois Compiled Statutes.

ARTICLE 12

EMPLOYEE SECURITY

Section 12.1 Just Cause Standard

No Firefighter, other than a probationary employee, covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 12.2 File Inspection

The City shall comply with the requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/1, et seq. The Employer's personnel files and disciplinary history files relating to any Employee shall be open and available for inspection by the Employee during regular business hours. The City may designate a representative to be present during the inspection, provided that such designation does not delay the inspection. Personnel records cannot be removed from their secure location. The content of an employee's medical information is restricted to designated administrative personnel qualified pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Section 12.3

Any information of an adverse nature which may be contained in any unfounded, exonerated or otherwise not substantiated file shall not be used against the Employee in any future proceeding.

ARTICLE 13

INDEMNIFICATION

Section 13.1 Employer Responsibility

The Employer shall be responsible for, hold Members harmless from, and pay for damages and money which may be adjudged, assessed or otherwise levied against any Members covered by this Agreement.

Section 13.2 Legal Representation

Members shall have legal representation by the Employer in any civil cause of action brought against a Member resulting from or arising out of performance of his duties, and the respective Member was acting within the scope of his employment.

Section 13.3 Cooperation

Members shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 13.4 Applicability

The Employer will provide the protections set forth in Section 13.1 and Section 13.2 above, so long as the Member is acting within the scope of his employment and where the Member cooperates, as defined in Section 13.3 with the Employer in defense of the action or actions or claims.

ARTICLE 14

HOURS AND OVERTIME

Section 14.1

The normal work schedule of the B.I.P.F.A. member shall be based on an average of 48 hours a week. A regular duty day for members covered under this agreement shall consist of twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty. To maintain an average of a forty-eight (48) hour workweek, each member will be given every seventh duty day off known as a Kelly Day. Kelly days may be traded among personnel assigned to the same shift. Kelly days will be picked by seniority.

Duty shifts shall commence at 0730 hours and shall end at 0730 hours on the following day.

A "pay period" will consist of ninety-six (96) hours. The two (2) week period will be from Sunday at 0730 hours, and end two (2) weeks later on Sunday at 0730 hours. In addition each member of the B.I.P.F.A. shall be paid at a rate of time and one half for each non-scheduled work hour. The work schedule will be a twenty-one (21) day schedule.

The normal workweek for probationary employees shall be four (4) ten-hour (10) shifts and one (1) eight-hour (8) shift, for the first month of employment, and then the employees will work the normal work schedule set forth above in this Section 14.1.

Section 14.2

All B.I.P.F.A. members, except those who are working on a shift when a general alarm occurs, shall be paid time and one half for responding to general alarms.

Section 14.3

The City shall employ a minimum of four (4) full time Firefighters on each regular work shift.

Section 14.4 Call Back

Any employee covered by this Agreement who responds to any man-the-station alarm, box alarm, or other applicable call back alarm when not on their regularly scheduled work shift and arrives at the Fire Station more than forty-five (45) minutes after the initial alarm or call back will not receive any payment for the call back response.

Section 14.5 Shift Trades

Shift trades shall be permitted at the sole discretion of the Fire Chief, but may not be denied arbitrarily or capriciously. Shift trades will only be allowed in increments of (2) hours or more, unless otherwise approved by the Chief. Requests to trade shifts must be made in writing on the form designated by the Fire Department for shift trades and must be approved in advance. If a shift trade is requested on the same days as the shift to be covered, the Chief must be notified between 6:15 and 6:45 a.m. that day. If the person providing the coverage fails to show, calls in sick or otherwise fails to meet his or her obligation which results in the City having to pay overtime to cover the shift, then he or she may be subject to discipline pursuant to Section 5.3 of this Agreement.

Section 14.6 Holdover Calculations

Should an employee be required to work following the end of their shift, overtime will be calculated in 4-hour increments (or portion thereof rounded up), for said employees.

For example: 1 minute to 15 minutes after end of shift equals one-quarter (1/4) hour

16 minutes to 30 minutes after end of shift equals one half-hour (1/2)

31 minutes to 45 minutes after end of shift equals three-quarters (3/4) an hour

46 minutes to 60 minutes after end of shift equals one (1) hour

This calculation does not apply to Call Back hours as defined in Section 14.4 above.

Section 14.7

Employees who are on vacation or a personal day who are called in to work shall not receive overtime pay, unless pre-approved by the Fire Chief. Instead, the employee's vacation or personal day will be rescheduled. Employees cannot be ordered into to work a scheduled vacation or personal day.

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ARTICLE 15

SENIORITY

Section 15.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined-as the- continuous length of service or employment covered by this Agreement from the date of last hire. New Firefighters shall be hired in the order in which they are listed on the list as submitted by the Civil Service Commission.

Section 15.2 Furlough Scheduling

Members shall select the periods of their annual Furlough on the basis of seniority.

Section 15.3 Promotions/Appointment

a) General:

The provisions of this Section 15.3 shall only apply to promotions to vacancies in the rank of Lieutenant or original appointment to Fire Fighter in the City of Blue Island Fire Department. Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Illinois Fire Department Promotions Act 50 ILCS 742 (herein thereafter the "ACT"). Provisions of the Illinois Municipal Code, applicable Municipal Ordinances and the Rules and Regulations of the City of Blue Island Civil Service Commission shall continue to apply to the extent they are compatible with the "Act", but in the event of conflict with the "Act", the provisions of the Act shall apply as they pertain to and concern promotions.

b) Vacancies:

A vacancy in the position of Lieutenant and Fire Fighter shall be deemed to occur in the position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all promoted ranks inferior to that rank, provided that the position or positions subject to promotion continue to be funded by the corporate authorities of the City of Blue Island. If a vacated

position subject to promotion is not filled due to a lack of funding or authorization and is subsequently reinstated the final promotion list shall be -continued in-effect until all such positions vacated and which are subject to promotion have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

When a vacancy occurs in the position of Lieutenant or Firefighter, and there is minimum manning required for that position, the City shall have 60 (sixty) days to fill said position from the then-existing list.

c) Eligibility:

All promotions to the ranks of Lieutenant and all appointments to the rank of Firefighter shall be made from the list of all eligible full-time employees. In order to be eligible to test for the rank of lieutenant an employee must meet all eligibility requirements at also have been employed by the City for a minimum of three consecutive years as of the date that the notice of the test is posted by the City.

d) Rating Factors and Weights:

The written examinations shall consist of matters relating to the duties regularly performed by persons holding the rank of Lieutenant, when the test is for Lieutenants. The placement of employees on promotional lists shall be based on percentages with a possible one hundred (100) points in each area consisting of the following four (4) components weighted as specified:

(Percentages will be based on 100 points in each area)

Subjective assessment (Oral Interview)	20%
Seniority points	5%
Merit	5%
Written exam	70%

e) Testing Components:

Subjective Assessment

A subjective interview will be conducted as part of the promotional process. An independent three (3) member panel will be selected by testing agency and approved by the City of Blue Island Civil Service Commission for the purpose of the assessment interview. The Civil Service Commission will post these scores at the completion of this component.

Seniority Points

Candidates shall be awarded the following points for the promotion test:

1-year of service	1/2 point
2-years of service	1/2 point
3-years of service	1/2 point
4-years of service	1/2 point
5-years of service	1/2 point
6-years of service	1 point
7-years of service	1 point
8-years of service	1 point
9-years of service	1 1/2 points
10-years of service	2 points

Points are cumulative up nine (9) points for ten (10) years of service

Merit Points

Merit points shall be awarded to candidates that have attained certain educational or professional certification as indicated. The following educational and/or professional achievements shall apply:

Lieutenant Exam

Certified Firefighter III or Advanced Firefighter - 40 points or 2%

Fire Officer I or Provisional Fire Officer I- 60 points or 3%

f) Written Exam:

Total points awarded for the Subjective Assessment, Merit and Seniority shall be posted before the administration of the written exam. The written exam shall be administered after the determination of points awarded on any other component. The written exam shall be administered by a testing agency selected by the City of Blue Island Civil Service Commission. The written exam for Lieutenant shall consist of matters relating to the duties regularly performed by persons holding the rank of Lieutenant in the Blue Island Fire Department, when the test is for Lieutenants, in the Blue Island Fire Department, when the test is for Fire Prevention Officer. Candidates shall be given access to study materials for a period of at least ninety (90) days prior to the date of the examination. One (1) set of study materials will be made available in each of the City of Blue Island Fire Stations. Study materials shall not be removed from either station. The written exam shall be sealed, and shall remain sealed until opened in front of candidates on the day of the examination.

g) Scoring of Components:

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total. Candidates shall then be ranked on the list in rank order based on the highest to the lowest total points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

h) Veteran's Points:

A candidate on the preliminary promotion list who is eligible for veterans preference points under the laws and agreements applicable to the City of Blue Island Civil Service Commission may file a written application for that preference- within ten (10) days after- the initial posting of the preliminary promotion list. The Veterans' preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on Veterans' preference points awarded. The final adjusted promotion list shall then be posted and copies provided to the all candidates.

i) Right to Review:

Any affected person who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or Veterans' preference shall be entitled to a review of the matter by the appointing authority.

j) Order of Selection:

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person 's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person

who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 9 of this Agreement.

k) Maintenance of Promotion Lists:

Final promotion lists shall remain valid and unaltered for a period of not less than two (2) years, or more than three (3) years after the date of the initial posting. When a list expires it shall be void, except as provided in Section 15.3 (b) above.

D) Final Adjusted Promotional List:

The final adjusted promotional list shall be posted by the Civil Service Commission at the Blue Island Fire Department and copies provided to all candidates.

Section 15.4 Seniority List

The Employer shall prepare a list by January 1 of each year setting forth the present seniority dates for all Employees covered by this Agreement. This list shall be posted at both Fire Stations and shall be forwarded to the B.I.P.F.A. on or about January 1st of each year. Such list shall finally resolve all questions of seniority affecting Members covered under this Agreement or employed at the time of this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 15.5 Personal Day Selection

Any dispute within the unit as to the selection of a personal day provided for shall be resolved by seniority.

Section 15.6 Termination of Seniority

The seniority of a B.I.P.F.A. member and the employment relationship shall be terminated in the following circumstances:

- (a) Resignation, Quits; or
- (b) Separation (discharge) For Just cause
- (c) Retirement; or
- (d) Unauthorized absence for three (3) working days without notice to the Employer;
- (e) If laid off, failure to report fit for duty within seven (7) days of delivery of written notice of recall;
- (f) Accepts Gainful employment while on approved leave of absence from the Fire Department.

Section 15.7

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE 16

BULLETIN BOARDS

The Employer shall provide the B. I.F.F.A. with designated space on available bulletin boards or provide bulletin boards on a reasonable basis, where none are available upon which the B.I.P.F.A. may post its notice.

ARTICLE 17

LEAVES OF ABSENCE

Section 17.1 Bereavement Leave / Death in Family

The Employer agrees to provide to Members leave without loss of pay as a result of a death in the family, not to exceed 48 duty hours immediately following the notification of the death of a member of the family, as defined in Section 17.2

Section 17.2 Definition of Family

Whenever a member of the department has a relative pass away, the department will allow time off as follows:

48 duty hours off immediate family -

HUSBAND, WIFE, SON, DAUGHTER, MOTHER, FATHER, BROTHER, SISTER.

24 duty hours off relatives -

GRANDFATHER, GRANDMOTHER, MOTHER-IN-LAW, FATHER-IN-LAW, SISTER-IN-LAW, BROTHER-IN-LAW.

Section 17.3 Short Term Military Leave

Any member covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 17.4 Injury Leave/Light Duty

- A. Any Firefighter covered by the terms of this Agreement who sustains a job-related injury or illness shall be governed by the provision of the Illinois Public Employee Disability Act (“PEDA”), 5 ILCS 345/1 et seq., as it may be amended from time to time. No Firefighter who is sustains a work-related injury or illness shall lose any benefit contained in this Agreement.
- B. In the event a Firefighter suffers illness, injury, or disability, he or she may be assigned to work light duty with a doctor’s approval, which shall not exceed the physical limitations set by said doctor. The Fire Chief will make the final determination regarding light duty assignments and scheduling on a case-by-case basis. Light duty assignments identified below will be assigned on the basis of seniority, as they are available. There shall be no permanent light duty assignments. Any Firefighter assigned to light duty will be expected to return to full active duty immediately upon his or her recovery from injury or illness.
- C. Any dispute concerning an order by the City or a request by the Firefighter to place a Firefighter on light duty, to return a Firefighter to full service and regular duty from light duty, or return from medical leave status, shall be resolved in accordance with this paragraph:
1. The Firefighter shall be examined by a physician chosen by him or her, and a physician chosen by the City.
 2. Should the physicians fails to concur with one another, the Firefighter will be examined by a third physician, to be agreed upon by the parties hereto. The decision of the physician so chosen shall control.
- D. Light duty positions to which Firefighters may be assigned as available are: re-inspections of buildings, data entry, building surveys, clerical work. Employees assigned to light duty shall work the regular day shift.

Section 17.5 Sick Leave

Each employee covered herein shall be entitled to a leave of absence equal to 22 hours per month from the date of his employment within the department, or for a total of 264 working hours per year of employment. 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 employee's employment is terminated before he has completed twenty (20) years of consecutive service. Upon retirement, after twenty (20) years of consecutive service, the employee shall be paid the sum of money equal to the salary attached to the position held at the time of termination of employment, for accumulated sick days credited up to and including sixty (60) working days, and in addition thereto, a sum of money equal to one-half such salary for such accumulated sick days over sixty (60) working days, and up to and including one hundred and twenty (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. 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 time as the entire amount of the benefit is paid.

Section 17.6 Sale of Sick Leave

Employees will be eligible to sell back sick leave at the end of each fiscal year in the following manner.

- A) An employee who uses zero (0) sick days in the fiscal year may sell three (3) sick days back to the city with only two sick days being deducted from his or her cumulative total.
- B) An employee who uses one (1) sick day in the fiscal year may sell two (2) sick days back to the city.

C) An employee who uses two (2) sick days in the fiscal year may sell one (1) sick day back to the city.

D) An employee who uses three (3) or more sick days cannot sell any sick days back to the city.

The sale of a sick day will be at the firefighter's regular rate of pay. These payments will be subject to pension, deferred compensation and any other payroll deductions required by law.

ARTICLE 18

WAGE RATES AND INCENTIVE PAY

Section 18.1

Wage rates for the classifications covered by the term of this Agreement appear in Appendix "A". Wage increases shall be paid retroactive to May 1, 2014 only to those employees who are employed on the date of execution of this contract.

Section 18.2 Incentive Pay Program

The following stipend program is for firefighters who achieve specialized training, and who maintain their qualifications, pursuant to the Office of the State Fire Marshall's Division of Personnel Standards and Education. The Fire Chief will make final decisions regarding the level of specialized training available to each firefighter in the Fire Department, based on seniority, and the types of specialized training required by the Blue Island Fire Department.

In order to qualify for the incentive, the individual must meet all of the guidelines as defined by the State Fire Marshall or other agency with similar authority unless otherwise specified. The individual must be assigned the duties and be available to perform the duties as specified. It is and will remain the individual's responsibility to attend the required classes and make whatever arrangements to attend and take examinations.

Probationary firefighters shall not be eligible for the incentive program.

Persons who are assigned to more than one specialty assignment team shall be eligible for the annual incentive payments for each specialty assignment that said person is assigned to. For example if a person is assigned as both a Fire Inspector and a Vehicle Maintenance Officer, that person would receive the Fire Inspector annual incentive and the Vehicle Maintenance Officer annual incentive.

The number of personnel receiving incentives will be limited to the amounts shown below. Any vacancies in qualified fields will be filled by the following procedure:

1. When an opening for a specialty position is to be filled, a notice will be posted by the Chief or his designee. This notice will be posted at both stations for at least ten (10) days.
2. All interested employees will place their names on the notice/sign-up sheet.
3. The Chief, Deputy Chief, and Training Officer will conduct interviews of the interested employees. When a vacancy becomes open, the most senior employees shall be given consideration when certifications are comparable. The Chief will make the final decision regarding filling an open position.
4. Minimum service requirements. To remain eligible for incentives all members shall maintain the minimum number of drills or training and the minimum number of the call outs as required by said member's respective specialty team(s). Vacation and sick time will not be held against the minimum service requirements, but duty days will be held against minimum service requirements (which can be filled with overtime members under paragraph 1 below).
5. The specialty positions are as follows:

FIRE INVESTIGATOR

- A total of two (2) Fire Investigators is the maximum allowed.
- An annual incentive of \$500.00 shall be paid.

TRAINING OFFICER

- A total of one (1) Training Officer is the maximum allowed.
- An annual incentive of \$750.00 shall be paid.
- The Training Officer will be paid overtime for off-duty work when requested by the Fire Chief. Any and all off-duty work by the Training Officer must be assigned and approved

by the Fire Chief.

VEHICLE MAINTENANCE OFFICER

- A total of one (1) Vehicle Maintenance Officer is the maximum allowed.
- An annual incentive of \$500.00 shall be paid.

EMS COORDINATOR

- A total of one (1) EMS Coordinator is the maximum allowed.
- An annual incentive of the \$350.00 shall be paid.
- The EMS Coordinator will be paid overtime for off-duty work when requested by the Fire Chief. Any and all off-duty work by the EMS Coordinator must be assigned and approved by the Fire Chief.

HAZARDOUS MATERIALS TECHNICIAN A and B

- A total of two (2) Haz-Mat Technicians is the maximum allowed.
- An annual incentive of \$550.00 shall be paid for Haz-Mat A.
- An annual incentive of \$750.00 shall be paid for Haz-Mat B.

CONFINED SPACE TECHNICIAN CERTIFIED AS TRT

- A total of two (2) is TRT Technicians the maximum allowed.
- An annual incentive of \$500.00 shall be paid.

RESCUE DIVER

- A total of five (5) Rescue Divers maximum is allowed.
- An annual incentive of \$750.00 shall be paid.

The following guidelines apply to all specialties, with the exception of Fire Inspectors, regarding this incentive program only:

1. When schooling is needed to obtain the basic certification for the above specialties, the employee will be allowed to attend class on duty provided that the manpower does not drop below minimum standing. In the event that an employee who is on duty needs to attend a class, a training event, or a mandatory meeting that is related to any of the incentive programs herein, and staffing for the day is at a minimum (4 members), the member will be covered by another member from the off duty overtime call list. If no other members take said overtime, the on duty member will not attend the class, training event, or mandatory meeting. Any overtime covered by this section will be calculated pursuant to Article 14, Section 14.5 (114 hour increments). No more than one firefighter may attend schooling per shift as decided by the Chief or Deputy Chief.
2. When the employee attends classes as stated in No. 1 and is off duty, he will be on his own time.
3. When an employee responds to a call pertaining to their specialty, they will be compensated at their regular rate of pay if on duty, or their overtime rate of pay if off duty, only.
4. This stipend schedule will not be used to calculate a covered employee's pension benefits, or for other wage calculation purposes including overtime rates.
5. In no event will an employee who maintains qualification for a specialty position be "bumped" or displaced by a more senior employee who later qualifies for the same specialty.
6. Overtime for off-duty work will be calculated according to Article 14, Section 14.5 (1/4 hour increments).

Section 18.3 Longevity Step

In addition to the salary amounts set forth in this Article, eligible bargaining unit employees shall be paid retroactive to May 1, 2014 the following longevity pay amounts which shall be considered part of the base salary attached to their rank for all purposes:

Eligible employees are defined as employees with more than twenty (20) years of service:

Longevity pay amount \$500.00

Eligible Employees shall receive such longevity pay amount 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 18.1 (Appendix A) 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 pay shall again be paid to eligible employees in the same manner.

In order to be eligible to receive the longevity pay amount an eligible employee must request the longevity pay in writing to the Fire Chief not less than fourteen (14) days prior to the employee's anniversary date

ARTICLE 19

FIRE PREVENTION OFFICER

Section 19 - 17(g) Assignments

Off duty incumbent bargaining unit employees who possess certification as Fire Prevention Officer I may on an interim basis volunteer for and accept off duty assignments performing inspections and other fire prevention work when necessary to fill the position of Fire Prevention Officer. Such assignments shall be assigned to eligible incumbent bargaining unit employees on the basis of seniority. The parties acknowledge that Fire Prevention Officer work shall only be performed by qualified bargaining unit members, provided that at all times three (3) individuals must be available to perform Fire Prevention Officer duties. If no bargaining unit member accepts the work as Fire Prevention Officer, then the parties agree to bargain over potential alternatives. Nothing in this Agreement prohibits the City from managing its Fire Prevention Officer operations.

The straight time hourly rates of pay for employees accepting 7(g) work assignments authorized under this section shall be \$13.50 per hour. Accordingly employees accepting such work assignments outside their regular duty schedule shall be paid at the overtime rate of \$20.25 per hour (13.5 x 1.5).

Only three bargaining unit members shall be eligible for said 7(g) work, and for no more than fifteen (15) hours per week.

7(g) work shall first be offered to existing bargaining unit members who possess the Fire Prevention Officer Certification from the Office of the Illinois State Fire Marshall. If there are no existing bargaining unit members who possess said certification, or no bargaining unit members who possess certification and are interested in performing said work, then the 7(g) FPO work shall be offered by seniority with the most senior bargaining unit members being asked first. The three bargaining unit members who accept said work shall then obtain the Fire Prevention Officer Certification in the following manner and under the following circumstances:

- i. Bargaining unit members shall have the cost of FPO classes paid for by the City of Blue Island;

- ii. Bargaining unit members shall be required to find their own time off from shift to attend said classes without compensation;
- iii. Bargaining unit members must perform said 7(g) work for a minimum of three (3) years from the date of obtaining their certification from the Office of the State Fire Marshal. If a bargaining unit member does not perform said work for a period of three (3) years, then said bargaining unit member shall reimburse the City of Blue Island for the cost said classes.

ARTICLE 20

CLOTHING

Section 20.1 Clothing Allowance

All employees covered by this Agreement shall receive a yearly clothing allowance of Six Hundred Fifty Dollars (\$650.00). This clothing allowance is to be paid in one installment no later than the month of October. The City shall provide bunker coats, bunker pants, bunker boots, helmets and eye shields, gloves and nomex hoods.

Section 20.2 Reimbursement for Turnout Gear and Uniforms

An employee who voluntarily terminates his or her employment with the City within twelve (12) months from the date of his or her hire shall be obligated to reimburse the City 100% of the cost of any new turnout gear provided by the City to him or her.

An employee who voluntarily terminates his or her employment with the City, or leaves his or her employment not in good standing, within three (3) months from the date of receipt of his or her uniform allowance shall be obligated to reimburse the City 100%; however, the repayment shall be prorated from the date the allowance was paid to the last date of his or her employment, for any uniform allowance that he or she received pursuant to any provision of this Agreement.

No employee, however, will be required to reimburse the City more than \$2,000 under this Section. Employees will be notified of this requirement upon their hire and will be required to sign an agreement regarding reimbursement as a condition of hire. The provisions of this Section do not apply to employees who retire.

ARTICLE 21

HOLIDAYS

Section 21.1

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

Section 21.2

Employees covered by this Agreement shall receive eight (8) hours pay for the holidays listed in Section 21.1.

Section 21.3

Employees shall be entitled to receive, in addition to the hours specified in Section 21.1, ninety-six (96) personal hours each fiscal year. 96 personal hours will be granted to each Fire Department employee between January 1 and December 31 of each year. Personal hours can be taken any time within the year upon approval of the Fire Chief or, in his absence, the Lieutenant in charge, but are not to be accumulated. Personal hours may be taken in a minimum of 12-hour increments. Personal hours shall not be approved if they shall cause overtime.

An employee who quits or has his employment terminated shall be credited for personal hours on a pro rata basis pursuant to a formula which takes into account hours worked in a fiscal year and divides this by the total number of work hours in a fiscal year. This fraction shall be multiplied by ninety six (96) to determine the number of personal hours an employee is to be credited for.

ARTICLE 22

VACATIONS

All regular employees within the bargaining unit shall be entitled to vacation time in 24 duty hour increments with pay under the following schedule:

- (a) Employees who have completed one (1) year of service shall receive ninety six hours (96);
- (b) Employees who have completed five (5) years of service shall receive one hundred forty four hours (144);
- (c) Employees who have completed ten (10) years of service shall receive one hundred ninety two hours (192);
- (d) Employees who have completed fifteen (15) years of service shall receive two hundred forty hours (240).

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation, including worker's compensation, in at least seventy-five (75%) percent of the pay periods within the year immediately preceding the employee's anniversary date.

Employees with more than 96 hours of vacation leave may sell back up to a maximum of ninety-six (96) hours in forty-eight (48) hour increments at the rate of \$1000.00 for each forty-eight hour increment provided that after the number of hours sold back are deducted the employee has at least ninety-six (96) hours of vacation leave remaining. The election to sell back vacation leave shall be made in writing and submitted by the employee to the Chief or his designee by not later than the thirtieth (31st) day of December of each year. This election shall be irrevocable. Payment shall be made by the City to the employee by the thirtieth (30th) day of January of each year.

No employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) week notice in writing of his intention to resign.

ARTICLE 23

INSURANCE

Section 23.1 Hospitalization

The Employer shall provide employee/dependent coverage at the Employer's expense subject to the employee contributions set forth below.

Employees shall contribute a percentage toward the monthly premium paid by the City for the health insurance plan in which they are enrolled as follows:

- (a) Effective upon ratification of this Agreement, employees agree to a 87.5% City/12.5% bargaining unit member split for payment of health insurance premiums for the plan in which they are enrolled, however, with a 10% cap from year-to-year increases in the total cost of the premium.
- (b) Effective January 1, 2016 through the duration of this Agreement, employees agree to a 85% City/15% bargaining unit member split for payment of health insurance premiums for the plan in which they are enrolled, however, with a 10% cap from year-to-year increases in the total cost of the premium.

Employees authorize the City to withhold their premium contribution from their paychecks.

Employee will not be responsible for any retroactive health insurance payments that would have been due prior to the ratification of this Agreement.

The bargaining unit (B.I.P.F.A.) has the option to secure its own health insurance provided each member of the unit is included in the plan. If the bargaining unit selects this option, the City will pay the insurance company selected by the unit the premium which the unit is required to pay, subject to the maximum dollar limitations set forth herein, of Three Hundred Dollars (\$300.00) per month for family coverage and One Hundred Fifty Dollars (\$150.00) a month for single coverage.

Section 23.2 Life Insurance

The Employer shall supply each full time employee covered by the terms of this Agreement with \$50,000 of term life insurance.

Section 23.3 Group Hospitalization Insurance - Continuation for Family of Firefighter in the Event of Death Occurring in the Line of Duty

In the event an employee covered by this agreement dies during, or resulting from, the performance of his duties as a Firefighter, the Employer agrees to continue to pay the premiums for continuation of group hospitalization and medical insurance for the spouse and children of the Member 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 an employee covered by this agreement and for whom the employee is legally responsible to provide insurance who dies during, or resulting from, the performance of his duties as a Firefighter, shall be terminated upon the first to occur of any of the events listed above in Section 23.3 (a) through (e) inclusive. They shall also terminate for each surviving child, if they have not sooner terminated, upon the child attaining an age at which the law permits the benefits to be terminated.

Section 23.4 Health Insurance Continuation Benefit

Employees covered by this Agreement shall be entitled, upon retirement, to continue their group insurance. Employees who retire with less than twenty (20) years of active service with the City will be required to pay the premiums for the continuation of insurance. The City will pay the premiums for the continuation of insurance for an employee who retires with twenty y (20) or more years of active service to the City. However, the employee will be required to pay for family coverage if applicable. The City

will provide equivalent coverage for its retired employees with- twenty (20) years -active- service-when they become eligible for Medicare. The provisions of this Section 23.4 shall only apply to employees hired on or before October 11, 2006.

Section 23.5 Elimination of City's Contribution for Health Insurance Continuation

All employees covered by this Agreement and hired subsequent to the date of execution of this Agreement, which date is October 11, 2006 may elect upon retirement, to continue their group insurance at their own cost and expense. The City will not be required to pay for or contribute to any portion of the payment and costs for continuation of insurance for those employees hired subsequent to October 11, 2006. Those employees hired subsequent to October 11, 2006, who elect, upon retirement from active service, to continue their group insurance shall be required to pay the entire cost, as computed by the City, for continuation of insurance.

ARTICLE 24

GENERAL PROVISIONS

Section 24.1

The Employer agrees to pay- all expenses for inoculation or immunization shots for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said Employee has been exposed to said disease in the line of duty.

Section 24.2

When a full time employee is enrolled in an accredited university, college, or adult education program and the course being undertaken is related to his/her duties with the City, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Mayor or his designee prior to taking the course. Approval or rejection of the course shall be made within five (5) business days of delivery of a written request by the Member, to the Mayor or his designee. The approval or rejection shall be communicated in writing to the member.

Financial reimbursement for the classes taken shall be paid to the affected employee within the next two (2) regularly scheduled City Council meetings after the date of submission of all required paperwork. The employee must submit all required paperwork within thirty (30) days of completion of the course; if not submitted, reimbursement may be denied. An employee must remain employed by the City for one (1) year after each course that is completed and reimbursed. If he or she resigns or is terminated for cause prior to the one (1) year period(s), he or she must reimburse the City for all monies paid for the course(s). The maximum reimbursement allowed for each employee shall be \$3,000 per calendar year and \$10,000 per the life of his or her employment with the City.

Section 24.3 Payment

The City shall, upon receiving payment receipt consistent with the requirements of Section 24.2, reimburse the employee one hundred percent (100 %) upon receipt of a grade of an "A", seventy-five percent (75 %) upon receipt of a grade of a "B", or fifty percent (50 %) upon receipt of a grade of "C".

There shall be no reimbursement for grades below "C". The City shall also pay fifty percent (50 %) of the cost for all books required for such course work contingent upon the employee receiving a grade of "C" or better.

Section 24.4 Incentive Pay

The City shall pay members of the bargaining unit who attain an Associate 's Degree in Fire Science \$100.00 per month. This additional payment shall not be included in the base salary of those members receiving same in calculating their regular hourly wage for purposes of determining overtime pay.

Section 24.6 Drivers License, EMT Certification and Automobile Liability Insurance

Any Employee covered by this Agreement shall maintain a valid Non-CDL -B drivers license, proper EMT Certification and automobile or vehicle liability insurance in amounts and providing insura

ARTICLE 25

SAFETY AND HEALTH

Section 25.1 NFPA 1500

A joint committee-of no more than two (2) from B.I.P.F.A. and two (2)from the City will be formed to monitor the progress of NFPA 1500 regulations and to make non-binding recommendations for implementation.

Section 25.2 Unsafe Conditions

If the B.I.P.F.A. or a unit member has a justifiable reason to believe that his safety and health are in danger beyond the reasonable hazards associated with firefighting due to an alleged unsafe working condition, or unsafe equipment, he shall inform the Fire Chief or his designee of the unsafe condition. The Fire Chief or his designee shall investigate and will take appropriate action if, in his discretion, he determines that an unsafe working condition exists. If he determines that there is not an unsafe working condition or equipment, then the Chief or his designee shall report this to the B.I.P.F.A. or unit member in writing.

Section 25.3 Safety Matters of General Concern

Safety matters of general concern may be discussed at any time upon the request of either the Employer or the bargaining unit.

Section 25.4 Physical Exams/Wellness Test

The City and Union recognize that employees should be in good medical condition in order to perform their work effectively and safely and to protect themselves, co-workers and citizens. The approach of this Article shall be positive, and the objective shall be to ensure the wellness of firefighters, rather than to discipline or otherwise adversely affect employees.

Beginning 1/1/09, all firefighters will submit to physical exams according to the schedule provided by the city to the union (See Appendix C)

The physicals will cover the tests provided to the Union (See Appendix D). The City agrees to pay the costs of this test if performed by the-physician's group identified in Appendix D (Midwest Center for Environmental Medicine).

A firefighter may elect to have this physical performed by another physician of the firefighter's own choosing, provided the same tests be performed by this physician as defined in Appendix D. If a firefighter so chooses, the City will not pay the costs of this physical, but the firefighter may submit the costs through the City's health insurance plan. Any and all uncovered costs, including without limit charges or invoices denied under the City's health plan, deductibles, out of pocket expenses, or co-pays, will be paid by the firefighter.

In either case, confidentiality of the results obtained under this Article shall be maintained. The City will receive from the medical evaluation only a report that the employee was fit or unfit for duty. Details of the medical examination shall be submitted to the employee, not the City, except that if the employee is determined unfit for duty, the City shall be supplied with that medical information which the physician believes is appropriate in order to evaluate the employee's medical suitability for continued work and/or rehabilitation within seven (7) calendar days of the date the employee was notified unfit for duty.

If the City receives an unfit for duty medical report, the City will, consistent with the medical evaluation, take into account such factors as medical evaluation from the employee's own physician, referral to a third independent physician, education, training, reevaluation, medical leave, referral to light duty and/or employee rehabilitation. The City will take steps reasonably appropriate under the circumstances to enable an employee to return to duty.

ARTICLE 26

RESIDENCY

Section 26.1 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 B}
- **On the North** 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 8)
- **On the South** the Boundary line shall be North of the centerline 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. (Appendix B)
- **On the West** the boundary shall be East of the center line of the roads and highways as shown in the attached map (Appendix 8) 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 B)

There will be no exceptions to these boundaries.

ARTICLE 27

COMPLETE AGREEMENT

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

ARTICLE 28

SAVINGS CLAUSE

If any provisions of this Agreement or application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 29

DURATION

Section 29.1

The Employer shall continue to recognize and bargain with the B.I.P.F.A. so long as they are the recognized bargaining unit as defined by the Illinois Public Labor Relations Act.

Section 29.2 Terms of Agreement

This Agreement shall remain in full force and effect commencing upon execution and shall continue in full force and effect until December 31, 2017. It shall continue in effect from year to year thereafter unless notice of intent to modify or termination is given in writing by certified mail by either party no later than ninety (90) days preceding expiration and no earlier than one hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case date of notice shall be the written date of receipt.

Section 29.3 Continuing Effect

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolutions of Impasse Procedure are continuing for a new Agreement, or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

_____ day of _____ 2015.

FOR THE EMPLOYER:

Domingo F. Vargas

MAYOR

Shawnte Jones

CITY ATTORNEY

FOR THE B.I.P.F.A.:

Adam Stragor

PRESIDENT

[Signature]

SECRETARY

ATTORNEY FOR B.I.P.F.A.

(SEAL)

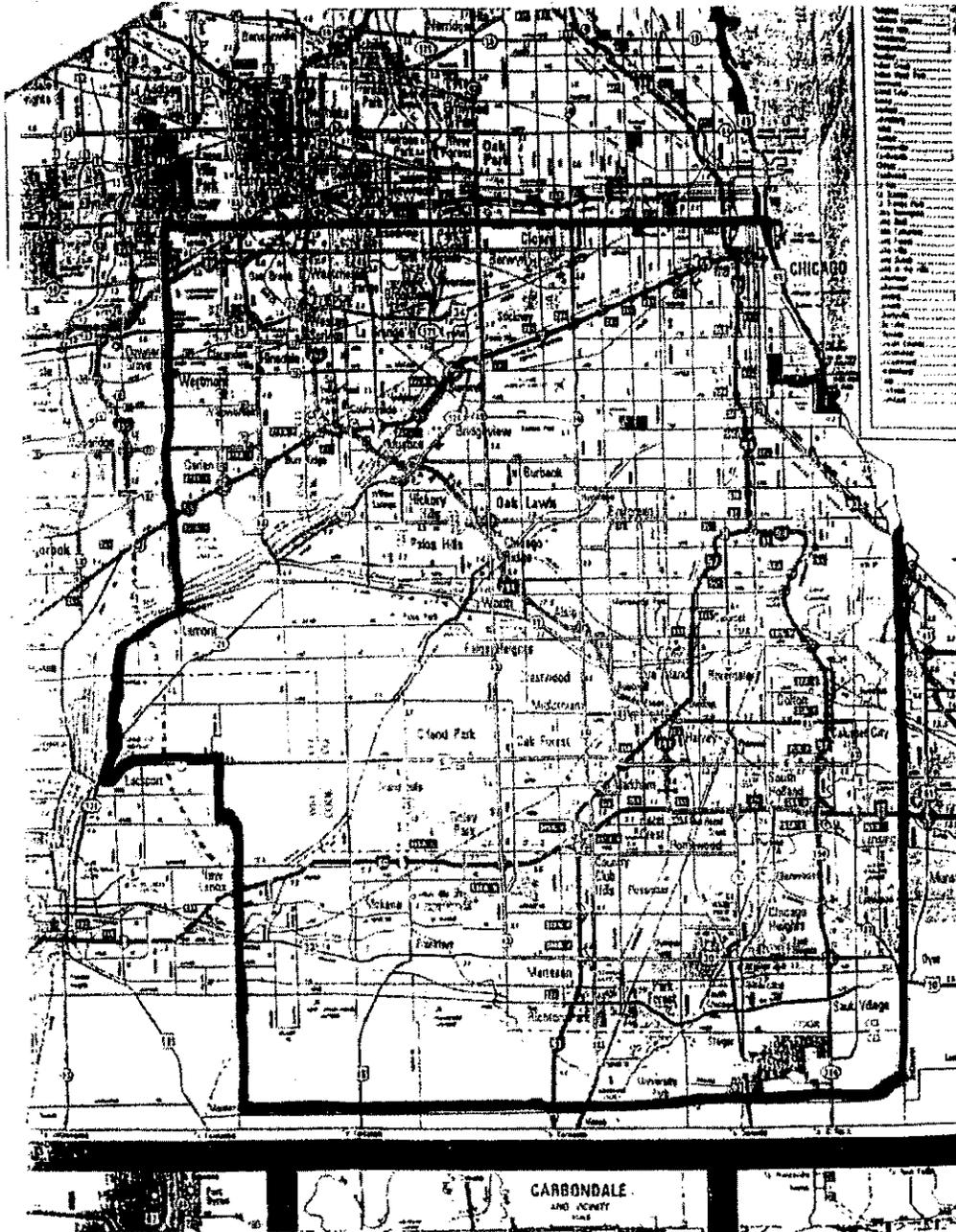
Randy House

CITY CLERK

APPENDIX A

<u>Grade</u>	<u>05/01/2014-12/31/2014</u>		<u>01/01/15-12/31/15</u>		<u>01/01/16-12/31/16</u>		<u>01/01/17-12/31/17</u>	
	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
FF 0-1	\$46,169	\$18.4972	\$47,208	\$18.9134	\$48,270	\$19.3389	\$49,356	\$19.7741
FF 1-2	\$47,950	\$19.2108	\$49,029	\$19.6430	\$50,132	\$20.0850	\$51,260	\$20.5369
FF 2-3	\$51,237	\$20.5278	\$52,390	\$20.9897	\$53,569	\$21.4620	\$54,774	\$21.9449
FF 3-4	\$53,732	\$21.5274	\$54,941	\$22.0118	\$56,178	\$22.5070	\$57,442	\$23.0134
FF 4-5	\$56,229	\$22.5278	\$57,494	\$23.0346	\$58,788	\$23.5529	\$60,111	\$24.0829
FF 5-6	\$58,725	\$23.5276	\$60,046	\$24.0570	\$61,397	\$24.5983	\$62,779	\$25.1518
FF 6+	\$66,107	\$26.4852	\$67,594	\$27.0811	\$69,115	\$27.6904	\$70,670	\$28.3135
FF 10+	\$66,769	\$26.7504	\$68,271	\$27.3523	\$69,807	\$27.9677	\$71,378	\$28.5970
FF 15+	\$67,429	\$27.0148	\$68,946	\$27.6227	\$70,497	\$28.2442	\$72,084	\$28.8797
FF 20+	\$68,091	\$27.2800	\$69,623	\$27.8938	\$71,190	\$28.5215	\$72,791	\$29.1632
LT	\$73,815	\$29.5733	\$75,476	\$30.2387	\$77,174	\$30.9191	\$78,910	\$31.6148
LT 10+	\$74,555	\$29.8698	\$76,232	\$30.5419	\$77,948	\$31.2291	\$79,702	\$31.9317
LT 15+	\$75,293	\$30.1655	\$76,987	\$30.8442	\$78,719	\$31.5382	\$80,490	\$32.2478
LT 20+	\$76,031	\$30.4611	\$77,742	\$31.1465	\$79,491	\$31.8473	\$81,279	\$32.5639

APPENDIX B



APPENDIX C

FIREFIGHTER'S EXAM SCHEDULE

Firefighters below 30 years of age must have an exam every three (3) years; Firefighters 30-39 years of age must have an exam every two (2) years; Firefighters 40 and above years of age must have an exam every year.

APPENDIX D

Midwest Center for Environmental Studies Annual Physical Components – Fire

Annual Physical Exams/Wellness – Fire

Includes:

- Medical and Occupational Questionnaire and History of prior exposures
- Keystone vision
- Audiometry
- Spirometry
- Laboratory
 - CBC
 - Chem Screen Plus (glucose, triglycerides, BUN/Creat ratio, liver enzymes, iron)
 - Hemogram / WBC / RBC and hemoglobin
 - Cholesterol (HDL, LDL, and total cholesterol)
 - Hemocult
 - Urinalysis
 - Evaluation of the above by a Board Certified Specialist
- Fitness Evaluation with Treadmill Stress Test
- Exercise Screening Questionnaire
- Height, weight, and blood pressure
- Body Composition
- Strength and Flexibility Evaluation
- Cholesterol Testing

Employees may have physical performed by his/her own physician. Physician performing physical must regularly practice in the area of occupational health.

The Midwest Center for Environmental Studies
12255 S. 80th Avenue, Suite 203
Palos Heights, IL 60463
(708) 448-1400

Side Letter of Agreement

**REMOVAL OF PART-TIME
EMPLOYEE PROGRAM**

The City Of Blue Island, Illinois, and Blue Island Professional Firefighters Association (BIPFA), hereby agree as follows:

That on the date of ratification of this 2014-2017 agreement the City shall have 60 days to forever terminate the Part-Time Employee Program and the employment of part-time firefighters and/or EMS personnel for the City of Blue Island Fire Department.

SIGNING BONUS

The City Of Blue Island, Illinois, and Blue Island Professional Firefighters Association (BIPFA), hereby agree as follows:

That the City will disperse a signing bonus, a one time payment of \$250.00 to all BIPFA members currently employed by the City within 30 days of ratification of this 2014-2017 agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

_____ day of _____ 2015.

FOR THE EMPLOYER:

Domingo F. Vargas

MAYOR

Janette Raine

CITY ATTORNEY

FOR THE B.I.P.F.A.:

Adam Staszynski

PRESIDENT

[Signature]

SECRETARY

ATTORNEY FOR B.I.P.F.A.

(SEAL)

Paul Hoyer

CITY CLERK