
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2022-055**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, AUTHORIZING A COLLECTIVE
BARGAINING AGREEMENT BY AND BETWEEN THE CITY
OF BLUE ISLAND AND THE A.F.S.C.M.E. COUNCIL 31, LOCAL
1172, BLUE ISLAND MUNICIPAL SERVICES DEPARTMENT**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Aldermen

ORDINANCE NUMBER 2022-055

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE CITY OF BLUE ISLAND AND THE A.F.S.C.M.E. COUNCIL 31, LOCAL 1172,
BLUE ISLAND MUNICIPAL SERVICES DEPARTMENT**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Mayor and City Aldermen find and determine that the adoption of this Ordinance is in the best interests of the City as well as in the best interests of the public.

Section 3. The Agreement by and between the City of Blue Island, Cook County, Illinois and A.F.S.C.M.E. Council 31, Local 1172, Blue Island Municipal Services Department, covering the period from January 1, 2022 through December 31, 2025 (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Mayor and City Aldermen, provided the Agreement was duly ratified and approved by the membership of A.F.S.C.M.E Council 31, Local 1172, and with such

necessary revisions, if any, as determined by the City Administrator and Village Attorney and as subsequently authorized by the Mayor, said changes being approved by execution and delivery of such Agreement by the Mayor.

Section 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The City Administrator is hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the City as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally left blank)

ADOPTED this 11th day of **October, 2022**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on **October 11, 2022**.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
11th day of **OCTOBER, 2022**.

RAEANN CANELO-ZYLMAN, CITY CLERK

PUBLISHED in pamphlet form this
11th day of **OCTOBER, 2022**.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE

I, RAEANN CANTELO-ZYLMAN, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **October 11, 2022** the Corporate Authorities of such municipality passed and approved Ordinance No. **2022 - 055**.
Entitled: **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE A.F.S.C.M.E. COUNCIL 31, LOCAL 1172, BLUE ISLAND MUNICIPAL SERVICES DEPARTMENT.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2022 - 055** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **October 11, 2022** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **11th** day of **October, 2022**.

CORPORATE SEAL


CITY CLERK



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the ORDINANCE and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE A.F.S.C.M.E. COUNCIL 31, LOCAL 1172, BLUE ISLAND MUNICIPAL SERVICES DEPARTMENT.**

ORDINANCE NO. 2022-055 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of October, 2022**; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Ordinance did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Ordinance was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 7 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

I DO FURTHER CERTIFY that the original Ordinance which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th** day of **October, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A
(Collective Bargaining Agreement AFSCME)

AGREEMENT BETWEEN
THE CITY OF BLUE ISLAND
AND
A.F.S.C.M.E. COUNCIL 31, LOCAL 1172
BLUE ISLAND MUNICIPAL SERVICES DEPARTMENT

January 1, 2022 – December 31, 2025

TABLE OF CONTENTS

ARTICLE I	Recognition	Page 2
ARTICLE II	Management Rights	Page 3
ARTICLE III	Union Rights	Page 4
ARTICLE IV	Grievance Procedure	Page 6
ARTICLE V	Vacancies	Page 8
ARTICLE VI	Seniority	Page 9
ARTICLE VII	Hours of Work and Overtime	Page 10
ARTICLE VIII	Discipline	Page 13
ARTICLE IX	Holidays	Page 15
ARTICLE X	Paid Vacation	Page 16
ARTICLE XI	Leave of Absence	Page 18
ARTICLE XII	Wages	Page 22
ARTICLE XIII	Insurance	Page 25
ARTICLE XIV	Uniforms and Protective Clothing and Tools	Page 28
ARTICLE XV	Non-Discrimination	Page 29
ARTICLE XVI	Subcontracting	Page 30
ARTICLE XVII	Strikes and Lockouts	Page 31
ARTICLE XVIII	Official Individual Employee Records	Page 32
ARTICLE XIX	Savings Clause	Page 33
ARTICLE XX	Residency	Page 34
ARTICLE XXI	Drug Policy	Page 35
ARTICLE XXII	Termination Dates	Page 36

APPENDIX "A"	Wage Scales	A-1
APPENDIX "B"	AFSCME Entry Level Hourly Wage Rates by Job Classification	B-1
APPENDIX "C"	Alternate Work Schedule For Snow And Ice Season	C-1

AGREEMENT

This Agreement is entered into by the City of Blue Island, hereinafter referred to as the Employer or City, 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.

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 I Recognition

SECTION 1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and for bargaining unit employees as indicated in Appendix B of this Agreement, and such other classifications as may be added in accordance with the provisions of this Agreement.

SECTION 1.2 NEW CLASSIFICATIONS

The Employer shall notify the Union of its decision to create new job classifications. If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose function or community of interest are similar to the bargaining unit, the Employer shall notify the Union seven (7) days prior to the establishment of said position and the parties will then meet within seven (7) days of such notice to review the position classification.

If the inclusion of the position classification is agreed to by the parties, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached on the position classification, the Employer shall notify the Union in writing of its intention to establish the new classification and salary grade. Upon receipt of such written notice, the Union shall have seven (7) days to request a meeting with the Employer to begin negotiations as to the appropriate classification description and salary grade. In the event the parties are unable to agree as to appropriate classification description and salary grade, the Union shall appeal the grievance to final and binding arbitration.

SECTION 1.3 ABOLITION OR MERGER OF JOB CLASSIFICATION

The Employer's determination to abolish or merge existing classifications may be appealed to the final step of the grievance procedure.

SECTION 1.4 INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. The Employer will assign bargaining unit work to bargaining unit employees only, except in case of emergency.

In the event there are court referrals to perform work of the employees of the bargaining unit, they shall be assigned to support services only. In such situations, no layoffs or reductions in working hours will take place during such periods.

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

The Employer agrees to deduct monthly Union dues, upon receipt of a signed authorization card from an employee. The Union shall notify the City of Blue Island in writing of the amount of uniform dues to be deducted. The authorization for the deductions shall remain in effect until revoked by the Employee in writing consistent with Public Act 101-620.

Deductions shall be remitted together with an itemized statement, to AFSCME Council 31, by the last day of the month in which the deduction was made.

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

SECTION 3.3 UNION ACTIVITY DURING WORKING HOURS

Employees shall, after giving appropriate notice to their supervisors, 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 representatives shall give at least two (2) weeks notice to his/her supervisor of such absence. The employee may utilize any accumulated time (holiday, personal, vacations days) in lieu of taking such time without pay. Such time off shall not be detrimental in any way to the employees records.

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

The Employer shall comply with Public Act 101-620.

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) . A grievance must be raised within ten (10) working days of the occurrence of the event giving rise to the grievance. The employee and his/her Steward will first attempt to resolve the grievance with the Department Head through informal discussion of the issues involved. Every attempt should be made to settle the issue at this level.—If no settlement is reached at Step One (1), after the informal meeting with the Department Head, the bargaining unit must give the Department Head notification of the advancement of the grievance 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 or Employee within ten (10) working days of the informal meeting with the Department Head shall present the grievance to the Human Resources Manager or his/her designee. The Human Resources Manager or his/her designee shall consider the matter and prepare a written response to the Union within ten (10) working days after presentation.

STEP THREE (3) If the grievance is not resolved by the Human Resources Manager or his/her designee, the Union shall have ten (10) working days to appeal the matter by written notice to the Mayor. The reason for the appeal shall be stated. The Mayor or his/her designee shall consider the matter and prepare a written response to the Union within ten (10) working days after presentation.

If the City does not respond within the time limits allowed at any of the above steps in the grievance procedure, the Union shall consider the grievance as denied and shall advance the grievance automatically to the next steps.

SECTION 4.4

If the grievance remains unadjusted, the Union may, within ten (10) working days following the receipt of a response 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, unless overturned on appeal.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

SECTION 4.5 GRIEVANCE – LABOR MANAGEMENT COMMITTEE

A maximum of five (5) employees, selected by the Union, may act as Union representatives known as "Stewards".

The names of employees selected as Stewards, 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.

Upon request, the Mayor or his designee shall meet, at a mutually convenient time, with the Union grievance committee for a labor/management meeting.

All Union-Management or Grievance Committee meetings 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 bargaining unit employees who wish to apply for this open position or job may do so by submitting such application to the Superintendent of Municipal Services. Openings in the Municipal Services Department will be filled by promoting the bargaining unit member 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 a qualified individual applies and successfully completes the pre-employment screening. If the position is not filled after the posting procedure, the Employer is not obligated to fill the vacant position until a qualified individual applies and successfully completes the pre-employment screening. In the event the employee promoted is not qualified to perform the work, the employee can be assigned his/her former job, seniority permitting.

ARTICLE VI
Seniority

SECTION 6.1 DEFINITION

Seniority shall mean an employee's length of continuous service since his/her 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 – At either an employee's appointment, separation, or break in continuous service, 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 and AFSCME Council 31.

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 becomes necessary to decrease the work force all probationary and part-time employees shall be the first to be laid off.

MUNICIPAL SERVICES DEPARTMENT PROCEDURE – In the event it becomes necessary to lay off employees from any department within the Municipal Services Department, for any reason, employees shall be laid off in the inverse order of their unit wide seniority.

SECTION 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 (15) 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

SECTION 7.2 WORK WEEK

The work week for Municipal Services Department shall consist of five (5) consecutive eight (8) hour days, not including any unpaid meal period, Monday to Friday, inclusive.

SECTION 7.3 WORK DAY

Municipal Services

Eight (8) consecutive hours of work, not including any unpaid meal period, within a twenty-four (24) hour period beginning at midnight shall constitute the regular workday.

SECTION 7.4 WORK SHIFT

Municipal Services

Eight (8) consecutive work hours, not including any unpaid meal period, shall constitute a work shift, except as otherwise provided in Section 7.2. 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 fifteen (15) minute rest period during each four-hour shift.

SECTION 7.6 CLEAN UP TIME

Employees shall be granted a fifteen (15) minute cleanup period prior to the end of each work shift.

SECTION 7.7 OVERTIME

- A. Rate of Pay. Time and one-half the employee's 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 workday.
- 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-
- F. Sunday Work. Double-time shall be paid for all Municipal Services work for work performed on Sunday.
- G. Distribution. Overtime work for Municipal Services 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.
- H. Overtime Opportunities. Overtime work shall be voluntary and will be offered on a senior by choice, junior by force basis within each job classification.

On each occasion, the opportunity for Municipal Services Overtime 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/her 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 Municipal Services employee shall be posted on the department bulletin board monthly.

SECTION 7.8 MEAL PERIODS

All Municipal Services employees shall be granted a meal period during each work shift of the regular workday. 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 four (4) hours beyond their regular quitting time, or four (4) hours before their regular starting time. Each employee shall be allowed six dollars (\$6.00) per meal or the costs of the meal, whichever is the lesser, 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 supervisor.

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

SECTION 7.9 CALL BACK PAY

Any Municipal Services Department employee called back to work outside of his/her 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 STAND BY FOR EMERGENCY

Any employee is entitled to standby pay if the employee is required by the Employer to be on standby; that is, to keep the Employer informed of the employee's 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 the employee 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 the employee requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

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 for Municipal Services:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Martin Luther King Jr. Day
Veterans Day

SECTION 9.2 SATURDAY AND SUNDAY HOLIDAYS

Should any of these holidays fall on Sunday, Monday shall be considered the holiday. Should any of these holidays 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 Municipal Services 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 two (2) times their regular rate of pay.

Holiday pay will not be paid if sick time is taken one day before the holiday, on the holiday, or the day after the 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:

<u>City Service</u>	<u>Vacation Period</u>
Over one (1) but less than five (5)	two (2) weeks
Over five (5) but less than (10) years	three (3) weeks
Over ten (10) but less than (15) years	four (4) weeks
Over fifteen (15) or more years	five (5) weeks

Employees having at least four or five weeks of vacation on the books may choose, by the end of the first week in January of each year, to be paid eight hundred (\$800) per week in Municipal Services 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/her designee in Municipal Services Department. Payment shall be made in March 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

Pre-scheduled vacation days/blocks shall be granted at the time requested by the employee, provided that if the day(s) requested will result in an employee being off work for seven (7) or more consecutive calendar days then the request must be made at least four (4) weeks in advance of the date upon which the vacation will begin. Non-re-scheduled vacation days must be requested at least forty-eight (48) hours in advance. 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) of a work day. The City reserves the right to deny an unscheduled vacation request in the event of an emergency beyond the control of the City.

SECTION 10.5 PRO-RATED VACATION DAYS

Employees working more than fifteen hundred (1500) hours in a fiscal year shall be entitled to full vacation pay. Employees working less than fifteen hundred (1500) hours in a fiscal year shall have their vacation pro-rated based upon the hours worked as a percentage of fifteen hundred (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 fifteen hundred (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 estate) 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 (4) hours, one (1) work day, or any consecutive increments (days or four (4) hours) of sick time. For example, the utilization of two (2) consecutive sick days shall be recorded as one (1) 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 (3) 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 (1) day suspension, four incidents in a three (3) 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 employee's immediate family. The immediate family will include spouse, children, and spouse of children; parents of both employee spouse, or domestic partner; 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 or his designee or the Department Head 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 or his designee.

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 or his designee, an emergency leave without pay may be granted for periods exceeding two (2) weeks.

SECTION 11.5 MEDICAL LEAVE OF ABSENCE

All eligible Employees are covered by the Federal Family and Medical Leave Act ("FMLA"), and any and all other State of Illinois or Federal laws regarding a leave of absence related to pregnancy, childbirth, or serious health condition. Once an employee has exhausted his/her FMLA leave, he/she may apply for a short-term leave of absence pursuant to any City policy regarding a short-term leave of absence.

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 EMPLOYEE DEVELOPMENT/JOB-RELATED TRAINING/EDUCATION PROGRAMS

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

The Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, and 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.

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 allowance, and other travel expenses associated with attending job-related meetings, conferences, and seminars.

Employees may pursue an educational program related to their position with the City of Blue Island. The employee shall submit such a request in writing to the Finance Director. The City shall reimburse the employee for the approved cost of tuition, fees and books.

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 hourly wage rates for each existing employee for the respective periods from January 1, 2022 to December 31, 2025, are set forth in Appendix "A".

Retroactive wage increases will only be paid to all full-time employees listed in Appendix "A" who remain currently employed on the date this Collective Bargaining Agreement is approved and ratified by the Union and the City Council.

The City is committed to completing payment of retroactive wage increases within thirty (30) days of ratification of the Collective Bargaining Agreement by the parties.

SECTION 12.3 ENTRY LEVEL WAGE RATES

The entry level hourly wage rates for each classification of employees working in the Municipal Services Department of the City of Blue Island are set forth in Appendix "B".

SECTION 12.4 SHIFT DIFFERENTIALS - MUNICIPAL SERVICES DEPARTMENT ONLY

In addition to the established wage rates, the Employer shall pay an hourly premium of \$1.25 per hour to employees working in the Municipal Services 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.

SECTION 12.5 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 12.6 DEDUCTIONS

Deductions are made from paychecks in accordance with Federal and State law with

written authorization of employees. The amounts deducted appear on the employee's check stub.

SECTION 12.7 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 12.8 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 employees 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 designed 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 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 12.9 LONGEVITY STIPENDS

During the term of this Agreement each employee will receive on his or her tenth (10), fifteenth (15) and twentieth (20) anniversary of consecutive service to the City a one-time stipend of one thousand dollars (\$1,000.00) for ten years of consecutive service, one thousand five hundred dollars (\$1,500.00) for fifteen years of consecutive service, and two thousand dollars (\$2,000.00) 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. The employee shall notify the Payroll Department in writing at least fourteen (14) days prior to their anniversary date for which they are entitled to receive a longevity stipend.

During the term of this Agreement employees who have twenty-five (25) years of consecutive service to the City of Blue Island will receive at a minimum, a one-time stipend of one thousand one-hundred fifty dollars (\$1,150.00), and, at a maximum, a one-time stipend of two thousand six-hundred fifty dollars (\$2,650.00). 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 (25) year category will be able to receive a percentage of the one-time stipend in excess of the minimum of one thousand one hundred fifty dollars (\$1,150.00) based upon the number of unused sick days they have to their credit on their twenty-fifth (25) anniversary date as a percentage of one-hundred (100) sick days.

By way of example: An employee with one-hundred (100) unused sick days would receive the full two thousand six-hundred fifty dollars (\$2,650.00). An employee with fifty (50) unused sick days would receive one thousand nine-hundred dollars (\$1,900.00), and an employee with no (0) unused sick days would receive one thousand one-hundred fifty dollars (\$1,150.00).

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.

ARTICLE XIII
Insurance

SECTION 13.1 PREMIUM CONTRIBUTIONS

For the period of January 1, 2023 through the duration of this Agreement all Bargaining unit members shall contribute a percentage of the premium costs for the insurance plan in which they are enrolled.

- a) January 1, 2023 through December 31, 2023: Bargaining unit members shall contribute 16% of the premium cost for the insurance plan in which they are enrolled;
- b) January 1, 2024 through December 31, 2024: Bargaining unit members shall contribute 17% of the premium cost for the insurance plan in which they are enrolled;
- c) January 1, 2025 through December 31, 2025: Bargaining unit members shall contribute 18% of the premium cost for the insurance plan in which they are enrolled;

AFSCME Council 31 and all bargaining unit members agree to accept the health insurance plans provided by the City of Blue Island that have been in effect since January 1, 2022

SECTION 13.2 LIFE INSURANCE

The City shall provide term life insurance of fifty thousand dollars (\$50,000.00) for each employee in the bargaining unit.

SECTION 13.3 HEALTH AND HOSPITALIZATION INSURANCE FOR RETIRED EMPLOYEES

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 provision of the 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 respectfully 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 twenty (20) years for not less than forty (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 sixty five (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 Band 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 eight hundred dollars (\$800.00) for each fiscal year of the Collective Bargaining Agreement for all bargaining unit members.

The City shall pay employees their clothing allowance by May 1st of each fiscal year.

Blue jeans or blue work pants, light or dark blue shirts with City patches, and approved safety t-shirts in lieu of safety vests will be allowed in Municipal Services Department.

SECTION 14.2 MAINTENANCE AND MECHANICS TOOL ALLOWANCE

The City allots five hundred dollars (\$500) annually for the purchase of 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 Personnel Department 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 file so maintained. Such examinations 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 PAYROLL RECORDS

The Finance 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 Finance Department.

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

SECTION 20.1 RESIDENCY BOUNDARIES

Any employee covered by this Agreement must reside within a twenty (20) mile radius of City Hall, located at 13051 Greenwood Avenue in Blue Island, Illinois as measured by calcmeps.com. Those employees hired prior to the ratification of this Agreement, do not have to reside within the 20-mile radius; but if any employee moves after the ratification of the Agreement, they will have to reside within the aforementioned boundary.

ARTICLE XXI
Drug Policy

The City of Blue Island's policy for Drugs 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 January 1, 2022 and shall remain in full force and effect until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the *event* that such notice is given, negotiations shall begin no later than thirty (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 ten (10) days prior to desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Dated: _____, 2022

A.F.S.C.M E. Representative

Mayor, City of Blue Island

Local President

City Attorney

Local Secretary

APPENDIX A
AFSCME Union Employees
Municipal Services Wages

	Date of Hire	1/1/2022- 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 12/31/2024	1/1/2025- 12/31/2025
HEO/Water Operator					
TJ Nagel	9/1/2010	\$34.66	\$35.87	\$36.95	\$38.06
Harry Harmeyer	10/29/2014	\$34.66	\$35.87	\$36.95	\$38.06
HEO					
Phil Bretz	11/20/1995	\$34.66	\$35.87	\$36.95	\$38.06
Sal Cazares	1/15/2001	\$31.21	\$32.30	\$33.27	\$34.27
Michael Byrne	4/23/2001	\$31.21	\$32.30	\$33.27	\$34.27
Anthony Gonzalez	10/8/2012	\$31.21	\$32.30	\$33.27	\$34.27
Lucious Jefferson	10/19/2015	\$31.21	\$32.30	\$33.27	\$34.27
Ronnie Patterson	10/19/2015	\$31.21	\$32.30	\$33.27	\$34.27
TRUCK DRIVER					
John Longoria	3/8/1999	\$30.85	\$31.93	\$32.89	\$33.88
William Davis	12/13/2018	\$23.23	\$24.04	\$24.76	\$25.50
Dario Cazares	10/21/2019	\$23.23	\$24.04	\$24.76	\$25.50
Garrett Wisinski	8/9/2021	\$23.23	\$24.04	\$24.76	\$25.50
Brandon Lee	11/8/2021	\$23.23	\$24.04	\$24.76	\$25.50
LABORER					
Tony Smith	11/20/1995	\$24.29	\$25.14	\$25.89	\$26.67
Nicholas Kennedy	4/11/2022	\$18.82	\$19.48	\$20.06	\$20.66
Michael Martinez	6/14/2022	\$18.82	\$19.48	\$20.06	\$20.66
MECHANICS					
Bob Athans	7/7/2008	\$29.08	\$30.10	\$31.00	\$31.93
Tom Kissel	11/8/2010	\$26.89	\$27.83	\$28.66	\$29.52
Scott Pool	8/19/2019	\$26.89	\$27.83	\$28.66	\$29.52

**APPENDIX B
AFSCME ENTRY LEVEL HOURLY WAGES BY JOB CLASSIFICATION
MUNICIPAL SERVICES**

HEO/WATER OPERATOR	\$33.49
HEAVY EQUIPMENT OPERATOR	\$30.15
TRUCK DRIVER	\$22.44
LABORER	\$18.18
MECHANICS	\$25.98

Newly hired employees shall receive annual percentage raises as per Appendix A.