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

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**ORDINANCE  
NUMBER 2022-060**

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**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 METROPOLITAN ALLIANCE OF  
POLICE, CHAPTER 549, REPRESENTING PATROL OFFICERS,  
CORPORALS, AND SERGEANTS**

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**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- 060**

**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 METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER 549, REPRESENTING PATROL OFFICERS, CORPORALS, AND  
SERGEANTS**

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**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 Metropolitan Alliance of Police, Chapter 549, 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 is duly ratified and approved by the membership of

Metropolitan Alliance of Police, Chapter 549, and with such necessary revisions, if any, as determined by the City Administrator and City 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 25th 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					
	5		2		

**APPROVED** by the Mayor on **October 25, 2022**.

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

**ATTESTED** and Filed in my office this  
**25th** day of **OCTOBER, 2022**.

**RAEANN CANTELO-ZYLMAN, CITY CLERK**

**PUBLISHED** in pamphlet form this  
**25th** day of **OCTOBER, 2022**.

**RAEANN CANTELO-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.

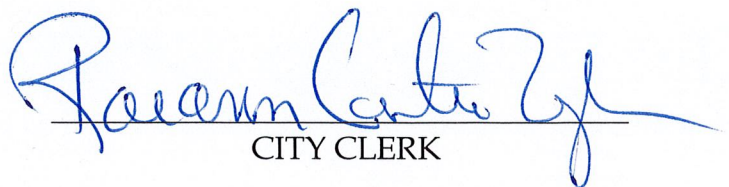
I further certify that on **October 25, 2022** the Corporate Authorities of such municipality passed and approved Ordinance No. **2022 - 060** Entitled: **ORDINANCE: AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 549, REPRESENTING PATROL OFFICERS, CORPORALS, AND SERGEANTS.**

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

The pamphlet form of Ordinance No. **2022 - 060** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **October 25, 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 **25th** 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 A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 549, REPRESENTING PATROL OFFICERS, CORPORALS, AND SERGEANTS.**

**ORDINANCE NO. 2022-060** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **25th day of October, 2022**; that at said meeting **5** 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 **5** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **2** 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 **25th** day of **October, 2022**.

CORPORATE SEAL

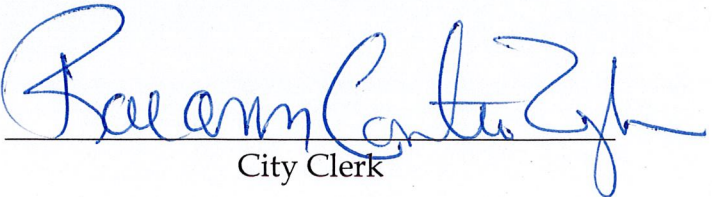
  
\_\_\_\_\_  
City Clerk



Exhibit A  
*(Collective Bargaining Agreement MAP No. 549)*

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Metropolitan Alliance of Police

Representing Patrol Officers, Corporals, and Sergeants

And

The City of Blue Island

January 1, 2022 to December 31, 2025



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This Agreement is entered into by the City of Blue Island, Illinois (hereinafter referred to as the City or the Employer) and The Metropolitan Alliance of Police Chapter No. 549 (hereinafter referred to as the MAP 549).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the MAP 549, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

## **ARTICLE I – RECOGNITION**

### **Section 1.1 Recognition.**

The City hereby recognizes the MAP 549 as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all sworn peace officers below the rank of Chief and Deputy Chief with the exclusion of the Chief, and Deputy Chief, Commanders, civilian employees, supervisory, managerial, professional and confidential employees and all other employees of the City of Blue Island.

### **Section 1.2 Probationary Period.**

Upon the execution of this agreement any new hires shall serve a probationary period of 18 (eighteen) months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacations and sick leave. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

### **Section 1.3 Part Time Police Officers.**

The City may utilize part-time police officers to perform bargaining unit work in accordance with Illinois law, provided that the use of part-time officers will not result in any layoffs or reduction of work hours or overtime hours of bargaining unit members. Part-time police officers scheduled for patrol shift assignments by the last day of the calendar month preceding the month for which shifts are being scheduled will count toward minimum manpower standards. Overtime will not be created unless the shift, including scheduled part-time officers, falls below the minimum manpower levels adopted by the City.



## **ARTICLE II – UNION SECURITY AND RIGHTS**

### **Section 2.1 Dues Deductions.**

While this Agreement is in effect, the City will deduct from the first paycheck each month one-half of the appropriate dollar amount of MAP 549 dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check off authorization consistent with the law and issued by MAP 549. MAP 549 will give the City thirty (30) day notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to The MAP by the tenth (10th) day of the month following deduction.

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

### **Section 2.2 Metropolitan Alliance of Police Indemnification.**

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

## **ARTICLE III – MANAGEMENT RIGHTS**

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

## **ARTICLE IV – SUBCONTRACTING**

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

## **ARTICLE V – HOURS OF WORK AND OVERTIME**

### **Section 5.1 Departmental Work Schedule.**

The departmental work schedule for the patrol division shall consist of twelve-hour (12) work days with the following rotation:

- A. Monday and Tuesday on, Wednesday and Thursday off, then Friday, Saturday and Sunday on;
- B. Monday and Tuesday off, and then Wednesday and Thursday on, and Friday, Saturday, and Sunday off; and then it shall repeat.

The a.m. workday shall begin at 0600 hours and end at 1800 hours. The p.m. workday shall begin at 1800 hours and end at 0600 hours, unless otherwise mutually agreed by the parties. Any changes to the employee's shift hours or day off pattern shall require seven (7) days notice to the individuals affected by the change. The duration of the notice can be waived by the agreement of the parties involved.

During the weeks of August 1<sup>st</sup> through August 15<sup>th</sup> members shall submit bids for shift and group requests for the following year. No bids shall be honored if received other than during the specified period. All shift bids shall be emailed to the Chief or Police of designee as well as the current MAP Chapter #549 President for record. These bids shall be honored based on seniority where practical. The Chief shall have the option to assign or change shift or group assignments temporarily in cases of emergencies. Shift assignments or re-assignments, or group assignments or re-assignments, shall not be used as discipline. The Chief of Police has the option to assign or change shifts or groups to prevent an unbalanced mix of experience to suit scheduling and department needs (i.e., K-9, Juvenile Officers, Tactical Officer, efficiency of the department).

The Chief of Police will advise in writing any officer who is not given their first requested shift or group an explanation of why that officer did not receive their first request. This written explanation is not necessary in instances where seniority is the only determining factor.

For the purposes of scheduling and rights to shift and group preference, seniority will be determined by continuous service within the rank. In the event an employee covered under this Agreement accepts a position of exempt rank, the time of service will cease with the time earned at the rank, beginning the date of appointment to the exempt rank. If the employee returns to the rank held prior to the appointment to the exempt position, his service will continue accumulating from the time earned prior to leaving the bargaining unit.

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

The detective division work schedule will consist of forty-two (42) hours per week. The Detective schedule shall consist of four (4) workdays of eight and one half (8.5) hours and one work day of eight (8) hours in each workweek.

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

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

#### **Section 5.3.1 Schedule Adjustments for the Purposes of Training.**

Due to the nature of certain training classes or seminars, officers may owe time or accrue overtime resulting from attending multi-day training during any work week. An exception to the application of the provision for overtime and work schedules to address such occurrence has been previously accepted.

- A. The departmental patrol work schedule (12-hour shift) may be adjusted by the Chief of Police or his designee as necessary to avoid the occurrence of overtime for officers attending assigned training and to avoid the officer owing time to the city if the training assignment produces a variance.
- B. The Detective Division work schedule (42 hours per week) may be adjusted by the Chief of Police or his designee as necessary to avoid the occurrence of overtime for the detectives attending assigned training and to avoid the detectives owing time to the city if the training assignment produces a variance.
- C. The schedule adjustment shall occur during the same pay period as the training.
- D. Training shall be scheduled no less than fifteen (15) days in advance, unless otherwise agreed upon by parties involved.
- E. Schedule adjustments, for training, shall be agreed upon by parties when feasible and not unreasonably denied.
- F. Location and travel time shall be factored in when adjusting the schedule.
- G. When exigent circumstances exist, such as lawfully required training with limited availability for attendance, officers may be required to attend. Exigent circumstances do not occur from unnecessary delay or failure to schedule training within the 15-day notice.
- H. The intent of the parties is to maintain an eighty-four (84) hour pay period.
- I. The adjustment shall not result in loss or reduction in pay. The intent of this section is to clarify the application of Section 5.1 and 5.2 as it relates to officers assigned to attend training, which affects the work week/shift.

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

Employees covered by this Agreement who are required to attend court or inquests outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of three (3) hours.

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

For the purposes of determining overtime compensation, a police officer's hourly salary shall be computed based upon an annual work year of 2184 hours and their base pay.

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

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. Any overtime refused may result in either a suspension or dismissal. The first refusal may result in a written reprimand, the second refusal may result in suspension, and the third refusal may result in a dismissal for said officer. A refusal shall include an officer's failure to answer or within thirty (30) minutes, respond to; a phone call or text in an attempt to fill an overtime assignment.

Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations. Overtime, which is caused by sick leave, injury or other last minute situation, may be offered to officers of equal rank working on the shift working up to four (4) hours as necessary until relief arrives. Last minute situations are defined as three (3) hours or less notice or emergency situations requiring the supervisor's immediate attention.

The remaining overtime available will be filled as pre-scheduled overtime. This will be offered on a rotating seniority basis. Each officer's response to the offer will be immediately documented by the supervisor. Acceptance must be indicated immediately. If no one is found, after a round of calls, the supervisor will order the officer(s) in on a reverse seniority basis. Overtime will be offered to the equal rank of which caused the overtime, and if required, equal rank will be mandated. If pre-scheduled overtime is offered, it will be filled as follows:

- A. Scheduled overtime will be offered respectively on a rotating seniority basis to the officers on their days off, who are on the opposite shift, on which the vacancy occurs.
- B. Overtime shifts may be offered in 12, 8, 6, or 4 hour increments. If scheduling leaves two (2) hours remaining, officer will only be paid for actual hours worked.
- C. If no employee voluntarily accepts the overtime offer, then the entire shift will be offered on a rotating seniority basis to the remainder of the eligible employees.
- D. If no one volunteers for the overtime, then the supervisor may order officers to work in a reverse seniority basis (Forced Overtime). Once forced to work an overtime



shift, a patrolman may not be forced again until all other patrolman have been assigned a forced overtime shift.

If a valid grievance results due to an error in the manner in which overtime is scheduled or offered, the only resolution required in this situation will be to correct the error by offering the grievant an opportunity to work the hours lost as a result of the error. The grievant will provide availability to fulfill this within thirty (30) days following the date upon which the error occurred. The scheduled time to fulfill will not be used to fill any additional vacancies.

**Section 5.7 Call Back.**

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

**Section 5.8 No Pyramiding.**

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

**Section 5.9 Compensatory Time.**

In lieu of overtime pay, employees may elect to receive compensatory time off. Employees may accrue up to one hundred and twenty (120) hours of compensatory time each fiscal year. Employees may not accrue more than one hundred and twenty (120) hours during a fiscal year. For example, if at the start of the fiscal year, an employee has 120 hours of compensatory time and uses one hundred twenty (120) hours of compensatory time during the year, the employee may accrue up to another one hundred twenty (120) hours during that fiscal year. However, if that same employee used the second block of one hundred twenty (120) hours during that same fiscal year, he could not accrue any additional compensatory time because he already accrued one hundred twenty (120) hours for that fiscal year. An employee can never have more than 120 hours on the books at any given time. Once an employee accrues 120 hours of comp time, they cannot accrue any more comp time that fiscal year, even if some of it is used by the employee.

In lieu of overtime pay, employees may elect to receive compensatory time off. Requests to use compensatory time shall be at the employee's discretion. Such requests shall be subject to the approval of the Chief of Police or his designate and shall not be unreasonably denied. Compensatory time to take leave an entire shift shall be charged at twelve (12) hours against an employee's accumulated compensatory time. Compensatory time may be used at any hourly increments, so long as the compensatory time does not result in the creation of overtime.

**Section 5.10 Officer in Charge.**

If the Police Chief or his/her designee assigns or delegates an employee covered by the terms of this agreement to perform duties of a position, assignment, or rank higher than the officer's regular assignment, rank, or position, then the employee shall receive the hourly rate of pay of the higher position, rank, or assignment. The OIC will be compensated at the rate of a Sergeant only for those hours worked in the OIC capacity. In the event of an absence of a sergeant and the assigned OIC, volunteers will be sought for the overtime. If there are no volunteers for the overtime from the available sergeants and OICs, the ordered supervisor shall initially be made from the position which created the vacancy. In order to act as an OIC, such officer must participate in training for such position.

## **ARTICLE VI – DISCIPLINE**

### **Section 6.1 Just Cause Standard.**

The City may discipline only for just cause.

### **Section 6.2 Oral and Written Warnings.**

The parties agree that records of oral or written warnings will be retained in accordance with the Public Safety Act. Maintained records from an officer's personnel and/or disciplinary file(s) shall not be applied for progressive discipline as follows:

- Verbal or Written warning, one (1) year after the warning is received by the officer
- Suspensions of less than five days, two (2) years after the suspension is received by the officer
- Suspensions of five (5) days or more, three (3) years after the suspension is received by the officer.

However, oral or written warnings may be used for progressive discipline if they show a pattern or repetition of the same offense, or are part of a series of progressive discipline instituted by the City against the officer.

The parties agree that records of oral or written warnings will be retained in accordance with the Public Safety Act.

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

### **Section 6.3 Appeal of Disciplinary Action.**

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

Should a court of law determine that the waiver of the right to appeal to the Civil Service Commission mentioned above or the imposition by the Chief of the power to suspend or discharge is improper, unlawful or unenforceable, then the parties agree that (1) the disciplinary procedure

which predated this Agreement involving the Civil Service Commission shall be immediately reactivated and take full force and effect for any interim period until a successor procedure shall be agreed upon; and (2) within forty-eight (48) hours after the receipt of such a decision, the parties shall meet in accordance with Article XIX (Savings Clause) of this Agreement to negotiate a substitute provision.

#### **Section 6.4 Investigatory Interviews.**

At the employee's request, a MAP representative will be allowed to attend any investigatory interview which the employee reasonably believes may lead to discipline. The interview shall be reasonably delayed to allow an employee an opportunity to have a MAP representative present. The City shall also comply with the requirements of the Uniform Peace Officer's Disciplinary Act. (50 ILCS 725, et. seq.)

If an employee is ordered to submit a written statement or memorandum in regard to an investigatory interview by a supervisor, the employee shall have twenty-four (24) hours to comply with that order.

### **ARTICLE VII – GRIEVANCE PROCEDURE**

#### **Section 7.1 Definition.**

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

#### **Section 7.2 Grievance Procedure.**

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

##### STEP 1. Written Grievance/Appeal to the Chief of Police.

The grievant may, within fourteen (14) calendar days of the date the grievant knew, or should have reasonably known, of the occurrence or event giving rise to the grievance, file a written grievance with the Chief of Police setting forth the nature of the grievance and the contract provisions(s) involved, on the grievance form attached to this Agreement. The grievant, representative of The MAP and the Chief will discuss the grievance at a mutually agreeable time within seven (7) calendar days of the Chief's receipt of the grievance. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.



## STEP 2. Appeal to Mayor.

If the answer of the Chief is not acceptable, the grievant may within seven (7) calendar days of the date of the answer, request a hearing by the Mayor or his designee with The MAP representative and grievant present. The Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached in Step 2, the Mayor or his designee shall give his answer in writing within seven (7) calendar days.

### **Section 7.3 Arbitration.**

If the grievance is not settled in Step 2, The MAP may refer the grievance to arbitration within twenty-one (21) calendar days of receipt of the Mayor or his designee's written answer.

- A. In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of five (5) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the City and The MAP shall alternately strike names from the panel. The party requesting the arbitration shall strike first. The remaining person shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of The MAP and City representatives.
- C. The City and The MAP shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and The MAP retain the right to employ legal counsel.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- E. More than one grievance can be submitted to the same arbitrator if both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and The MAP; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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

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

**Section 7.5 Time Limit for Filing.**

If a grievance is not presented by the employee or The MAP within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or The MAP. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits at Steps 1 or Step 2, the aggrieved employee and/or The MAP may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**ARTICLE VIII – NO STRIKE OR LOCK OUT**

**Section 8.1 No Strike.**

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

**Section 8.2 No Lock Out.**

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

**Section 8.3 Penalty.**

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

**Section 8.4 Judicial Restraint.**

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

**ARTICLE IX – HOLIDAYS**

**Section 9.1 Holidays.**

The officers shall receive the following paid holidays per year:

- New Year's Day
- Presidents Day
- Easter
- Memorial Day
- Juneteenth Independence Day
- July 4th

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**Section 9.2 Pay for Holiday Worked.**

The City's current policy of straight time pay for a police officer working on a holiday which is a regularly scheduled workday, shall remain in effect for the life of this Agreement. Any police officer called into work on a holiday which is otherwise the officer's regularly scheduled day off, shall receive time and one half his hourly rate for all hours worked during the holiday, and an additional twelve (12) hours pay in lieu of the holiday. The increase in hours will take effect January 1, 2019.

The City's current policy of straight time pay for a police officer working on a holiday which is a regularly scheduled workday, shall remain in effect for the life of this Agreement. Any police officer called into work on a holiday which is otherwise the officer's regularly scheduled day off, shall receive time and one half his hourly rate for all hours worked during the holiday, and an additional twelve (12) hours pay in lieu of the holiday. The increase in hours will take effect January 1, 2019.

**ARTICLE X – LAYOFF AND RECALL**

**Section 10.1 Notice of Layoff.**

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

**Section 10.2 Recall.**

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

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to The MAP, provided that the employee must notify the Police Chief or his designee of his intention to

return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

## **ARTICLE XI – VACATIONS**

### **Section 11.1 Eligibility and Allowances.**

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

- A. Employees who have completed one (1) year of service shall receive two (2) weeks vacation (84 hours).
- B. Employees who have completed five (5) years of service shall receive three (3) weeks vacation (126 hours).
- C. Employees who have completed ten (10) years of service shall receive four (4) weeks vacation (168 hours).
- D. All employees who have completed over fifteen (15) years of service shall receive five (5) weeks vacation (210 hours).

The employee, who has at least four or five weeks of vacation on the books, may choose by November 1st of each fiscal year, to be paid at current salary in lieu of taking a fourth and/or fifth week of vacation. Such selection shall be made in writing and submitted to the Chief or his designee and is irrevocable for that year. Payment shall be made by March 1st of each fiscal year. For purposes of buy back of a vacation week, a week shall be forty-two (42) hours.

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

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

### **Section 11.3 Scheduling.**

Officers shall pick vacation based on seniority within their shift. The vacation schedule shall be chosen by October 10th and posted by December 5th. The following schedule shall apply to the department subject to modifications by the Chief as may be necessary due to emergency situations. Restrictions of vacation use during peak times will be limited to one officer per each shift, when used as a block week.

Peak times are as follows:

The week beginning on Sunday and ending on Saturday including:

- Independence Day
- Thanksgiving
- Christmas
- New Year's Eve

The following restrictions of vacation use apply to all other periods not included in the aforementioned peak times.

- A. No more than one (1) officer per shift may block out a week for vacation at a time.
- B. No more than one (1) officer per shift may use vacation time during peak times.
- C. No more than (2) officers per shift may use vacation time under the following conditions:
  - 1. Block week requests, submitted during the bidding process, shall be honored first.
  - 2. All other requests will be considered on a "first come, first serve" basis.
  - 3. The 2nd request will be received no less than 45 days in advance.
  - 4. A 3rd request may be submitted, also no less than 45 days in advance, to be considered upon cancellation of a previously approved vacation time.
  - 5. All vacation cancellations must be approved by the Chief of Police, or his/her designee.
- D. Vacation time can be taken in hourly increments, up to three (3) weeks, for employees eligible for four (4) or more weeks of vacation time due annually.
- E. Officers eligible for less than four (4) weeks of accrued vacation time annually may only take two (2) weeks of vacation time in day-at-a-time increments.
- F. Vacation time may be taken in increments of 4, 8 or 12 hours.

Officers may roll over a maximum of forty-eight (48) hours of unused vacation time from one year to the next year.

### **Section 11.3.1 Personal Time.**

Each employee shall receive forty-eight (48) hours of personal time each year. Personal time is designed to facilitate time off when a vacation time use is precluded by Section 11.3 of this agreement. Personal time may be used with the following restrictions:

- A. Request for scheduled personal time must be submitted no less than forty-eight (48) hours prior to the desired time off.

- B. No more than one officer, per shift, may use scheduled personal time simultaneously.
- C. Up to forty-eight (48) hours of unused personal time shall be converted to either compensation time or vacation time to be used during the following calendar year. The conversion method will be decided by the officer and submitted to payroll no later than the end of the first pay period of the December of the current year. If the officer fails to submit the conversion preference, the method may be decided by the city.
- D. Personal time may not be used during 'black out' days.
- E. Scheduled personal time off will be honored on a first come, first serve basis.  
  
"Black out" days are as follows:
  - Independence Day
  - Thanksgiving
  - Christmas
  - New Year's Eve
- F. Emergency personal time can be requested within 2 hours of the beginning of the shift and can be used in increments of 2, 4, 6, 8, 10 or 12 hours.

## **ARTICLE XII – SICK LEAVE**

### **Section 12.1 Purpose.**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

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

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

All full-time officers shall earn sick leave pay at the rate of twelve (12) hours per month to a maximum of eleven (11) days during the officer's initial anniversary year; and in the same amount during each subsequent anniversary year.

**Section 12.3 Sick Leave Accumulation.**

- A. Future benefit bank. Effective on the date this Agreement is signed, the City shall establish a future benefit bank for each officer. Each officer's unused sick days will be transferred into the benefit bank based on the number of hours.
- B. Use of future benefit bank. The future benefit bank may be used for long term disability payments or retirement payments per existing city ordinance.
- C. Current sick hours earned. Sick hours earned shall accrue as current sick hours for the year, January through December at the rate of 5.09 hours per pay period.
- D. Extended sick leave. An extended sick leave is defined as a sick leave that would cause an employee to be off work for seven (7) consecutive calendar days.

**Section 12.3.1 Sick Leave Abuse.**

- A. Sick leave in excess of three (3) consecutive work days will require a written statement by a licensed physician certifying that the member's condition prevented the member from performing the required duties.
- B. The Chief of Police may also require a doctor's certification or other acceptable documentation if he has a reason to believe based on articulated facts, that the employee is abusing his/her sick leave privileges. The following are occurrences that employer will have reason to request certification and/or other acceptable documentation;
  - 1. Six (6) separate occurrences of sick time use for the employees own illness within a floating 12-month period. A uniform floating 12-month period shall begin from the most recent occurrence of sick time used for the employees own illness.
  - 2. Pattern of sick time used in conjunction with other benefit time.
  - 3. Sick time used in conjunction with other benefit time to facilitate an absence of seven (7) consecutive days.
  - 4. An established pattern of benefit time off. (ex: Sundays off). The mere occurrence of any of the above is not an admission by the Union or the affected employee that sick leave abuse has occurred.
- C. Sick leave abuse may lead to progressive disciplinary action.

**ARTICLE XIII – LEAVES OF ABSENCE**

**Section 13.1 Unpaid Discretionary Leave.**

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

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

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

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

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

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

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

### **Section 13.5 Family and Medical Leave Act.**

All eligible Employees are covered by the Federal Family and Medical Leave Act ("FMLA"). Employees must submit a written notice as far in advance as practical before taking such leave.

### **Section 13.6 Light-Duty Assignment for Pregnant Officers.**

The City shall comply with all applicable provisions of the Illinois Human Rights Act, 720 ILCS 5/2-102 *et seq.*, with respect to temporarily transferring a pregnant female peace officer to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated.

### **Section 13.7 Light Duty Assignments.**

Light duty assignments, if any, are only available for duty-related injuries. The City has no obligation to create light duty work or to transfer or re-assign non-injured employees so that an injured employee may be assigned to the non-injured employee's position. Light duty assignments will be made at the sole discretion of the Chief or his designee as they are available. Light duty assignments shall be made on the basis of seniority if not enough assignments are available for all officers who are injured.



There shall be no permanent light duty assignments. Any Officer assigned to light duty will be expected to return to full active duty immediately upon his recovery from injury or illness.

Any dispute concerning an order by the City or a request by the Officer to place an Officer on light duty, to return an Officer to full service and regular duty from light duty, or return from medical leave status, shall be resolved as follows:

- A. The Officer shall be examined by a physician chosen by him, and a physician chosen by the City.
- B. Should the physicians fail to concur with one another, the Officer will be examined by a third physician, to be agreed upon by the parties hereto. The cost shall be divided equally between the City and the Officer. The decision of the physician so chosen shall control.

**Section 13.8 Benefits While on Leave.**

- A. Unless otherwise stated in this Agreement or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without training is equal.
- B. If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- C. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan (s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

**Section 13.9 No Employment Elsewhere.**

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

## ARTICLE XIV – CLOTHING ALLOWANCE

### Section 14.1 Uniform Allowance.

Employees are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment. Newly hired police officers shall receive a clothing allowance of one thousand five hundred dollars (\$1,500.00). Thereafter, each officer covered by this Agreement will get a clothing allowance of nine hundred dollars (\$900.00) per contract year. The clothing allowance shall be paid annually by the first pay period of each October.

All officers are required to maintain their uniforms in a professional fashion at all times. Employees shall not be required to have new uniforms until fifteen (15) days after receipt of their clothing allowance.

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

### Section 14.2 Bulletproof Vests.

The City shall comply with the provisions of the Law Enforcement Officer Bulletproof Vest Act, 50 ILCS 712/1 et seq., except that the City shall provide officers with no less than a Level II-A bulletproof vest.

## ARTICLE XV – WAGES

### Section 15.1 Wages.

Employees will be compensated according to the following wage schedule:

	1/1/22-12/31/22	1/1/23-12/31/23	1/1/24-12/31/24	1/1/25-12/31/25
	3.50%	3.50%	3.0%	3.0%
Patrolman	\$60,421.11	\$62,535.88	\$64,411.96	\$66,344.32
Over 1 Year	\$64,086.64	\$66,329.67	\$68,319.56	\$70,369.15
Over 2 Years	\$68,061.69	\$70,443.85	\$72,557.17	\$74,733.89
Over 3 Years	\$71,080.37	\$73,568.18	\$75,775.23	\$78,048.49
Over 4 Years	\$74,095.58	\$76,688.93	\$78,989.60	\$81,359.29
Over 5 Years	\$77,113.09	\$79,812.05	\$82,206.41	\$84,672.60
Over 6 Years	\$89,317.64	\$92,443.76	\$95,217.07	\$98,073.58
Corporals	\$92,702.64	\$95,947.23	\$98,825.65	\$101,790.42
Cpl. Pay Adj.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Corporal Pay	\$93,202.64	\$96,447.23	\$99,325.65	\$102,790.42
Sergeants	\$98,074.59	\$101,507.20	\$104,552.42	\$107,688.99
Sgt. Pay Adj.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Sergeants Pay	\$99,074.59	\$102,507.20	\$105,552.42	\$108,688.99

## **Section 15.1.2 Stipend Wages and Differential Pay.**

### **Detective On-Call Stipend**

A stipend of fifteen dollars (\$15.00) will be paid per 24-hour period a detective is required to be on-call. The on-call period shall run from 0600 hours to 0559 hours the following day. The on-call assignments should be distributed amongst all detectives, when practical. The on-call stipend will be claimed by submitting a payroll form to the Detective Sergeant for approval. All approved payroll forms for stipend claims shall be submitted to payroll with the hi-weekly payroll submission and be paid with the same. Only one detective can claim stipend during any given day.

### **FTO**

The wages of an assigned FTO shall be increased by two dollars (\$2.00) per hour while the FTO is conducting training in accordance to standards set forth by the Field Training Program Coordinator. The FTO shall claim the differential pay by submitting a payroll form to the Field Training Program Coordinator. The claim shall be made as one-dollar (\$1.00) regular hour in training or one-dollar and fifty cents (\$1.50) per overtime hour in training.

## **Section 15.2 Longevity Step.**

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

Employees with more than twenty (20) years of service: \$600.00

Eligible employees shall receive such longevity pay amounts for the first two (2) full pay periods beginning after the employees' anniversary date with the City. At the conclusion of those two (2) full pay periods, employees' salaries shall be as set forth in Section 15.1 of this article until the first two (2) full pay periods beginning after the employees' anniversary day with the City of the next successive year when such longevity shall again be paid to eligible employees in the same manner.

## **ARTICLE XVI – INSURANCE**

### **Section 16.1 Coverage.**

City and Union agree the health insurance plans made available by the City to bargaining unit members and in effect upon the execution of this contract are accepted by Union and the bargaining unit members as the plans City will provide for health and hospitalization insurance coverage. The City shall continue to make available to employees covered by this Agreement substantially similar group health and hospitalization insurance coverage and benefits.

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

**Section 16.2 Premium Contributions.**

- A. January 1, 2022 through December 31, 2022: Bargaining unit members shall contribute 15% of the premium cost for the insurance plan in which they are enrolled (no offset on their retro check);
- B. 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;
- C. 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;
- D. 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;

**Section 16.3 Cost Containment.**

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

**Section 16.4 Life Insurance.**

The City shall provide coverage of fifty thousand dollars (\$50,000.00) for life insurance for each employee covered by the Agreement.

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

The City shall comply with the provisions of the Illinois Public Safety Employees Benefits Act, 820 ILCS 320/1 *et seq.*

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

- (a) If the spouse is able to obtain insurance for himself/herself through a plan offered by an employer or entity and which is made available to the spouse by virtue of their employment.

- (b) If the spouse remarries.
- (c) Death of the spouse.
- (d) If the spouse is able to obtain insurance through a plan or program which is made available by another governmental authority or agency.
- (e) If the spouse qualifies for Medicaid, Medicare or other similar programs or insurance.

Continuation of the insurance benefits for the child or children of a Police Officer who dies during, or resulting from, the performance of his duties as a Police Officer, shall be terminated upon the first to occur of any of the events listed above in Section 16.5 (a) through (e) inclusive.

They shall also terminate for each surviving child, if they are not sooner terminated, upon the child attaining the maximum age allowed under applicable law.

#### **Section 16.6 Retirement Hospitalization.**

The City of Blue Island will contribute to insurance premiums, in an amount not to exceed the premium contribution provided to single employees for basic medical and hospital insurance for employees who retire after being actively engaged in the performance of a departmental duty as police officers on a full-time basis for a period of not less than twenty (20) years and who has reached the age of not less than fifty (50) years.

Employees hired after June 24, 2015 shall not be entitled to any retirement health insurance coverage or benefits paid for in whole or in part by the City.

#### **Section 16.7 Sick Leave Accumulation – Payment at Retirement.**

Sick days may be accumulated but, in no event, shall there be any compensation or credit accorded to an employee for accumulated sick days if the employees employment is terminated for any reason before he has completed twenty (20) years of consecutive service as a full-time police officer.

Upon retirement, after completing not less than twenty (20) years of consecutive service as a full time police officer, the employee shall be paid a sum of money equal to the salary attached to the position held at the time of termination of employment, before implementation of Section 15.2, for any accumulated sick days credited up to and including 60 working days, and in addition thereto, a sum of money equal to one-half of such salary for such accumulated sick days over sixty (60) working days and up to and including one hundred twenty (120) working days, if any.

The maximum benefit paid to an employee, who has met all the qualifications, will be 49.45% of their current salary, before implementation of Section 15.2. The formula used to compute this will be sick days accumulated, said accumulation being calculated in the manner set forth above, and divided by 182 working days, with this result being multiplied by the current

salary of the employee. Payment of this benefit will be made in the same manner as if the employee were still employed by the City until such times as the entire amount of the benefit is paid.

Upon retirement, after completing not less than twenty (20) years of consecutive service as a full time police officer, the employee shall be paid a sum of money equal to the salary attached to the position held at the time of termination of employment, before implementation of Section 15.2, for any accumulated sick days credited up to and including sixty (60) working days, and in addition thereto, a sum of money equal to one-half of such salary for such accumulated sick days over sixty (60) working days and up to and including one hundred twenty (120) working days, if any.

## **ARTICLE XVII – MISCELLANEOUS PROVISIONS**

### **Section 17.1 Gender.**

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

### **Section 17.2 Drug Testing.**

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The use of illegal drugs and risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees

#### **Section 17.2.1 Prohibitions.**

Employees shall be prohibited from:

- (a) being under the influence of illegal drugs at any time, (except in accordance with duty requirements);
- (b) being under the influence of alcohol and cannabis during the course of the employee's work shift (except in accordance with duty requirements);
- (c) possessing, using, selling, purchasing, or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his/her designee;
- (d) failing to report the use, possession, or sale of illegal drugs by other members of the Department to the City;
- (e) consuming or processing alcohol or cannabis at any time during the employee's work shift, unless pursuant to an official assignment;

- (f) consuming or possessing illegal drugs at any time unless pursuant to an official assignment; and/or
- (g) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action in accordance with this Article, up to and including termination.

Employees mandated to work shall report the consumption of alcohol, cannabis, or prescription drugs to the Employer. Employees that have notified the employer shall not be disciplined as a result of drug and alcohol testing.

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household.

#### **Section 17.2.2 Drug and Alcohol Testing Permitted.**

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis, or illegal drugs during the course of the work day, is being affected by the use of alcohol; has abused prescribed drugs; or has used illegal drugs, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement and the City's Drug Free Workplace Policy. At least two (2) supervisory personnel, including command officers in the Police Department, must certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein.

#### **Section 17.2.3 Order to Submit to Testing.**

At the time an employee is directed to submit to testing pursuant to reasonable suspicion and as authorized by this Agreement, the City shall provide the employee with a written notice, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the City's decision to test. The employee shall be permitted to consult with a representative of the MAP at the time the order is given, provided that such a representative is available within a one (1) hour of the order. No questioning of the employee shall be conducted without first affording the officer the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee taking the test shall not be construed as a waiver of any objection or rights that he may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the results. The employee must report to the testing facility immediately upon being ordered.

#### **Section 17.2.4 Employee Testing.**

In conducting the testing authorized by this Agreement, the City may use Breathalyzer tests for alcohol testing in cases where the City has reasonable suspicion that the officer is under the influence of alcohol. The breathalyzer test shall be performed at the Blue Island Police Department

by a Blue Island Police Officer who is not a member of the bargaining unit.

If a breathalyzer test at the Police Department is not applicable or available, the City will:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;
- (b) ensure that the laboratory or facility selected is certified by the State of Illinois to perform drug and/or alcohol testing;
- (c) establish a chain of custody procedure for both the sample collection and testing that will follow the guidelines provided by the Illinois Clinical Laboratory Act to ensure the integrity of the identity of each sample and test result. No employee below the rank of Sergeant, who is covered by this Agreement, shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of saliva or urine from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect saliva or urine samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the urine sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests and that the chain of custody for the transfer of such sample is confirmed by a neutral third party;
- (h) require that the laboratory or hospital facility report to the City that the saliva or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .051 or more based upon the grams of alcohol per 100 milliliters



of blood shall be considered positive, and test results showing an alcohol concentration of .050 or less based upon the grams of alcohol per 100 milliliters of blood shall be considered negative;

- (j) require that with regard to testing for marijuana, for the purpose of determining whether the employee is under the influences of marijuana, test results showing a THC level 0 or more nanograms THC in saliva shall be considered positive;
- (k) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (l) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pending of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

**Section 17.2.5 Right to Contest.**

The MAP 549 and/or the employee, with or without the MAP 549 shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the MAP 549.

**Section 17.2.6 Voluntary Requests for Assistance.**

The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. The Employee Assistance Program will be administered in a manner consistent with that described in the City's Employee Handbook.

**Section 17.2.8 Discipline.**

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol or cannabis, the employee shall be subject to disciplinary action as follows:

- A. Under the influence of alcohol: Verbal reprimand to a maximum of five (5) day suspension.
- B. Under the influence of illegal drugs: Verbal reprimand to a maximum of thirty (30) day suspension.
- C. Under the influence of cannabis: Verbal reprimand to a maximum of thirty (30) day suspension.

An employee who voluntarily seeks assistance with drug and/or alcohol related problems shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) or the qualified health care provider involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol or cannabis;
- (c) the employee completes the course of treatment prescribed, including an “aftercare” group for a period of twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of “after-care”.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs, cannabis, or alcohol shall be subject to discipline, up to and including discharge.

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee’s household.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol, cannabis, or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave pending treatment. The foregoing shall not limit the City’s right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol, cannabis, or drug abuse.

### **Section 17.3 Line of Duty Injury.**

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

- (a) At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the City, physical or medical examinations of the person to determine the degree of his disability.
- (b) During the period of disability, the injured person shall not be employed in any other manner with or without monetary compensation.

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

**Section 17.4 Non-Discrimination.**

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

**Section 17.5 Bulletin Board.**

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

**Section 17.6 The MAP Business Leave.**

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

**Section 17.7 Visit by a MAP Representative.**

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

**Section 17.8 Residency.**

Any Employee covered by this Agreement shall be able to reside within a twenty (20) mile radius of City Hall as detailed in the map attached hereto as Appendix A.

**Section 17.9 Officer Involved Shooting Drug Testing.**

The Parties hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's General Order regarding "Use of Deadly Force Investigative Process," including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm there by causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by **saliva**, urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the right to obtain test results via other available legal processes.

#### **ARTICLE XVIII – IMPASSE RESOLUTION**

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

#### **ARTICLE XIX – SAVING CLAUSE**

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

#### **ARTICLE XX – ENTIRE AGREEMENT**

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

The parties acknowledge that, during the negotiations which resulted in this Agreement,

each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE XXII – TERMINATION**

Upon ratification this Agreement shall be in effect from the 1st day of January, 2022, through the 31st day of December, 2025 and from year to year thereafter unless written notice is given by either party to the other not less than sixty (60) days nor more than one hundred twenty (120) days prior to December 31, 2025 or the same date of any subsequent year, requesting that this Agreement be amended.

Signed and Dated: