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

**ORDINANCE
NUMBER 2023- 010**

**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 BLUE ISLAND PROFESSIONAL
FIRE FIGHTERS ASSOCIATION IAFF LOCAL #3547,
REPRESENTING FIREFIGHTERS, LIEUTENANTS,
AND BATALLION CHIEFS**

**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 2023-010

**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 BLUE ISLAND PROFESSIONAL FIRE
FIGHTERS ASSOCIATION IAFF LOCAL #3547, REPRESENTING FIREFIGHTERS,
LIEUTENANTS, AND BATALLION CHIEFS**

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 The Blue Island Professional Firefighters Association IAFF Local #3547, 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 The Blue Island Professional Firefighters Association IAFF Local #3547, 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.

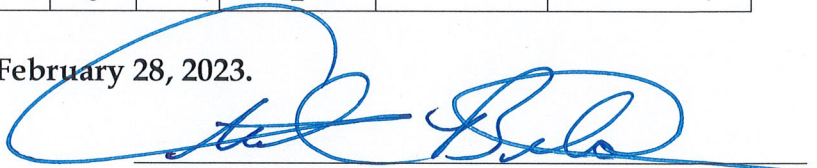
Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally left blank)

ADOPTED this 28TH day of February, 2023, pursuant to roll call as follows:

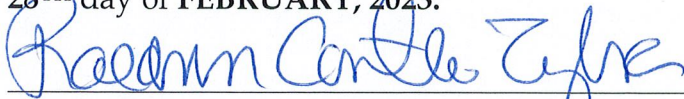
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on February 28, 2023.

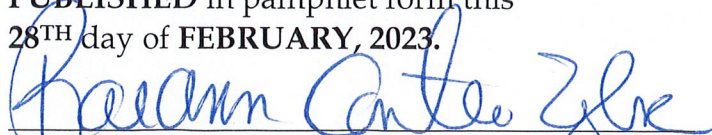


FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
28TH day of FEBRUARY, 2023.


RAEANN CANELO-ZYLMAN, CITY CLERK

PUBLISHED in pamphlet form this
28TH day of FEBRUARY, 2023.


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 **FEBRUARY 28, 2023** the Corporate Authorities of such municipality passed and approved Ordinance No. **2023-010**
Entitled:

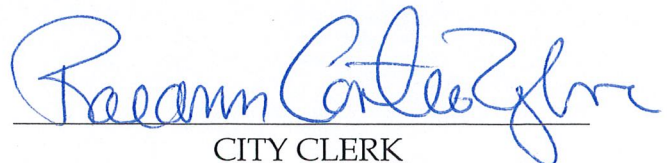
AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE BLUE ISLAND PROFESSIONAL FIRE FIGHTERS ASSOCIATION IAFF LOCAL #3547, REPRESENTING FIREFIGHTERS, LIEUTENANTS, AND BATALLION CHIEFS.

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

The pamphlet form of Ordinance No. **2023 - 010** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **February 28, 2023** 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 **28TH** day of **February, 2023**.

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 **2023 - 010** 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 BLUE ISLAND PROFESSIONAL FIRE FIGHTERS ASSOCIATION IAFF LOCAL #3547, REPRESENTING FIREFIGHTERS, LIEUTENANTS, AND BATALLION CHIEFS.**

ORDINANCE NO. 2023-010 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28th day of February, 2023**; that at said meeting **6** 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 **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** 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 **28th day of February, 2023**.

CORPORATE SEAL



City Clerk

Exhibit A
(Collective Bargaining Agreement IAFF #3547)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BLUE ISLAND, BLUE ISLAND, ILLINOIS

AND

THE BLUE ISLAND PROFESSIONAL FIRE FIGHTERS
ASSOCIATION, IAFF LOCAL #3547

January 1, 2022 to December 31, 2025

Article 1

PREAMBLE

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

It is the purpose of this Agreement and it is the intent of both parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the B.I.P.F.A, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretations, and application of this Agreement.

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

ARTICLE 2 RECOGNITION

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

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

Should the Employer lay off bargaining unit personnel for bona fide financial reasons pursuant to Article 11 of this Agreement, the parties agree that the above minimum of Firefighters and Lieutenants shall not apply and the parties shall meet and bargain over the new minimum number of Firefighters and Lieutenants for the time the layoffs are in effect.

ARTICLE 3 ASSOCIATION SECURITY

Section 3.2 Payroll Deductions

The Employer agrees in accordance with 50 ILCS 125/0.01 et seq. of the Illinois Compiled Statutes, to deduct, once each month, dues and assessments, in an amount certified to be current by the Treasurer of the Blue Island Professional Firefighters Association, from the pay of those employees who individually request in writing in compliance with Public Act 101-620, that such deductions be made. This authorization shall remain in effect until revoked by the Employee in writing consistent with Public Act 101-620.

Section 3.3

The B.I.P.F.A. agrees to indemnify and hold the Employer harmless to any claim or suit,

including reasonable attorney's fees, that may arise as a result of a suit or claim regardless if made by or on behalf of any employee, arising out of or connected with the Employer's compliance with the provisions of this Article 3 or in connection with actions taken by the Employer at B.I.P.F.A.'s request pursuant to this Article 3.

Section 3.4

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

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Equal Employment Opportunity

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

Section 4.2 Non-Discrimination

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

Section 4.3 Use of Masculine Pronoun

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

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the City retains traditional rights to manage and direct the affairs of the City in all its various aspects and to manage and direct its employees, including, but not limited to, the following: to plan, direct, control, and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce rules and regulations; to discipline, suspend, and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 5.2 Maintenance of Standards

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

Section 5.3 Discipline

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

1st Offense	Documented Verbal Warning
2nd Offense	Written Reprimand
3rd Offense	24-hour suspension
4th Offense	More than 24-hour suspension
5th Offense	Termination

It will be the duty of the Lieutenant/ Acting Lieutenant to notify the Chief in writing of

all violations, including the date and time of the incident and any other pertinent information regarding the violation. This will not be limited to or prohibit the right to forego the above steps in severe circumstances.

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.

Section 5.4 Discipline Procedures

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

- (a) All discipline involving suspensions without pay of twenty-four (24) hours or less shall continue to be appealable solely to the Civil Service Board.
- (b) All discipline involving a suspension of more than twenty-four (24) hours, or proposed termination of non-probationary employees shall be appealable at the bargaining unit member's choice through this Agreement's grievance-arbitration procedure or through the Civil Service Board, but not both. The bargaining unit member's selection of one forum of review excludes the other. In order to exercise the grievance-arbitration procedure, the bargaining unit member must send a "Notice of Election" in writing to the Fire Chief within ten (10) calendar days, the discipline may only be determined by the Board and may not be reviewed through the grievance-arbitration procedure.
- (c) If the bargaining unit member elects to have the discipline reviewed through the

Agreement's Grievance Procedure, the Chief shall have the authority to implement the contemplated discipline, and the matter shall proceed directly to STEP THREE of the Grievance Procedure in Section 9 of this Agreement.

ARTICLE 6 COLLECTIVE BARGAINING

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

ARTICLE 7 NO STRIKE/ NO LOCKOUT

Section 7.1 No Strike Commitment

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

Section 7.2 Resumption of Operations

In the event of action prohibited by Section 7.1 above, the B.I.P.F.A. immediately shall disavow such action and request the employee to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The B.I.P.F.A., including its officials and

agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

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

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

Section 7.4 Discipline of Strikers

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

Section 7.5 No Lockout

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

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 Introduction

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

Section 8.2 Definitions

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

- | | |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grievant..... | Shall mean any employee covered under this Agreement or The B.I.P.F.A. on behalf of all employees in the unit, pursuant to the terms of this Agreement, seeks resolution for a grievance. |
| Grievance..... | is an allegation placed in writing by the grievant that an express provision or term of this Agreement has been violated by the Employer. The written grievance shall contain specific details, including the Article and Section alleged to be violated, and the remedy sought, names of involved persons, date, place, and signature of the grievant. |

Section 8.3

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

Section 8.4

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

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

Section 8.5

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

Step 2: If an agreed adjustment is not reached in Step 1, the grievant will then proceed to the Mayor or his designee for attempted resolution. The Mayor or his designee shall schedule a meeting regarding the proposed grievance within seven (7) business days of receiving the

grievance. The Mayor or his designee will not schedule any other business for the meeting and shall inform both the B.I.P.F.A. and the City as to the time and the date of said meeting. After the meeting, the Mayor or his designee will notify the B.I.P.F.A. and City in writing, within five (5) business days of his decision regarding the grievance.

Step 3: If the grievance is still unsettled, it shall be referred for arbitration by written request within fifteen (15) business days of the termination of the Step 2 proceeding. The Employer and the B.I.P.F.A. further agree to accept the arbitrator's award as final and binding upon them, subject to the law governing appeal of the same. The costs of arbitration shall be borne equally by the Employer and the B.I.P.F.A.

The request for an arbitration panel shall be made via FMCS for a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party reserves the right to reject one (1) panel.

ARTICLE 9

CIVIL SERVICE COMMISSION

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

ARTICLE 10 LAY-OFF

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

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

In the event of further lay-off, sworn personnel will be laid off in reverse order of their seniority. Rehiring shall be in accordance with 65 ILCS 5/10-1-38.1 et seq. of the Illinois Compiled Statutes.

ARTICLE 11

EMPLOYEE SECURITY

Section 11.1 Just Cause Standard

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

Section 11.2 File Inspection

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

Portability and Accountability Act ("HIPAA").

Section 11.3

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

ARTICLE 12 INDEMNIFICATION

Section 12.1 Employer Responsibility

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

Section 12.2 Legal Representation

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

Section 12.3 Cooperation

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

Section 12.4 Applicability

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

ARTICLE 13
HOURS AND OVERTIME

Section 13.1

The normal work schedule of the B.I.P.F.A. member shall be based on an average of 48 hours a week. A regular day for members covered under this Agreement shall consist of twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty.

To maintain an average of a forty-eight (48) hour workweek, each member will be given every seventh duty day off known as a Kelly Day. Kelly Days may be traded among personnel assigned to the same shift. Kelly days will be picked by seniority.

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

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

At the discretion of the Fire Chief, during the first month of employment the normal workweek for probationary employees may be changed from four (4) ten (10) hour shifts and one (1) eight (8) hour shift, to the normal work schedule set forth in this Section 14.1. Prior to making the change the Fire Chief will inform the Union of his decision to change the schedule to the normal work schedule.

Section 13.2

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

Section 13.3

As of the date of ratification of this Agreement, the status quo of the parties is a minimum of five (5) full-time firefighters on each regular work shift and a department minimum of Twenty-One (21) full-time firefighters, and three (3) Lieutenants. Effective June 1, 2023, when the City of Blue Island transitions to ALS service, the City shall implement the Battalion Chief rank and appoint three (3) Battalion Chiefs (with each Battalion Chief vacancy, after the three (3) initial appointments, being promoted pursuant to testing in Section 15.3). In 2023, the City shall also make all reasonable efforts to hire six (6) firefighter paramedics. Effective June 1, 2023, shift minimum manning requirements will be six (6) full-time firefighters on each regular work shift which includes one (1) Battalion Chief, one (1) Lieutenant, and four (4) firefighters. In addition to the minimum manning requirements, as of June 1, 2023, two (2) non-union Silver Spanners will be utilized for each shift.

As of June 1, 2024, ALS service will continue to be provided by the City of Blue Island Fire Department. If there are enough qualified applicants the City shall make all reasonable efforts to hire an additional three (3) Firefighter paramedics. If staffing allows, on June 1, 2024, the Silver Spanner Program can be discontinued, and minimum shift manning will increase to seven (7) full-time firefighters, which includes one (1) Battalion Chief, one (1) Lieutenant, and five (5) firefighters

As of June 1, 2025, if ALS service will continue to be provided by the City of Blue Island Fire Department and there are enough qualified applicants, the City shall make all reasonable efforts to hire an additional three (3) Firefighter paramedics. If staffing allows, on June 1, 2025, the minimum manning will increase to eight (8) full-time firefighters, which includes one (1) Battalion Chief, one (1) Lieutenant, and six (6) firefighters. If the City has been able to hire

pursuant to the terms above, as of June 1, 2025 the department staffing will be thirty-three (33) firefighters, three (3) lieutenants, and three (3) Battalion Chiefs.

The Employer agrees that effective December 31, 2025 that Emergency Medical Services shall be provided utilizing Employees as set forth in this Agreement, if ALS service is continued. Yet the parties understand and agree that the City may need to engage a private ambulance company for the provision of Emergency Medical Services for assistance in circumstances of an applicable Federal and/or State official disaster declaration.

The parties understand and agree that the Employer will use all best attempts and reasonable efforts to staff according to the outline above. However, should this not happen, each party reserves the right to re-open this section of the CBA within sixty (60) days of June 1, 2025 to meet and bargain regarding the same through final and binding arbitration changes to this section.

Section 13.4 Call Back

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

Section 13.5 Shift Trades

Shift trades shall be permitted at the sole discretion of the Fire Chief, but may not be denied arbitrarily or capriciously. Requests to trade shifts must be made in writing on the form designated by the Fire Department for shift trades and must be approved in advance. If a shift trade is requested on the same days as the shift to be covered, the Chief must be notified between 6:15 and 6:45 a.m. that day. If the person providing the coverage fails to show, calls in sick or otherwise

fails to meet his or her obligation which results in the City having to pay overtime to cover the shift, then he or she may be subject to discipline pursuant to Section 5.3 of this Agreement.

Section 13.6 Holdover Calculations

Should an employee be required to work following the end of their shift, overtime will be calculated in $\frac{1}{4}$ hour increments (or portions thereof rounded up), for said employees.

For example: 1 minute to 15 minutes after end of shift equals $\frac{1}{4}$ hour 16 minutes to 30 minutes after end of shift equals $\frac{1}{2}$ hour 31 minutes to 45 minutes after end of shift equals $\frac{3}{4}$ hour 46 minutes to 60 minutes after end of shift equals 1 hour. This calculation does not apply to Call Back hours as defined in Section 14.4 above.

Section 13.7

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

ARTICLE 14

SENIORITY

Section 14.1 Definition of Seniority

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

Section 14.2 Furlough Scheduling

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

Section 14.3 Promotions/ Appointment

a) General:

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

b) Vacancies:

A vacancy in the position of Battalion Chief, Lieutenant or Fire Fighter shall be deemed to occur in the position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all promoted ranks inferior to that rank, provided that the position or positions subject to promotion continue to be funded by the corporate authorities of the City of Blue Island. If a vacated position subject to promotion is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all such positions vacated and which are subject to promotion have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally

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

(c) Eligibility:

All promotions to the ranks of Battalion Chief and Lieutenant and all appointments to the rank of Fire Fighter shall be made from the list of all eligible full-time employees. In order to be eligible to test for the rank of Battalion Chief, an employee must meet all eligibility requirements, be on the current Lieutenant eligibility list or a current lieutenant and have been employed by the city for a minimum of ten (10) consecutive years as of the date that the notice of the test is posted by the City. In order to be eligible to test for the rank of lieutenant, an employee must meet all eligibility requirements and have been employed by the City for a minimum of three (3) consecutive years as of the date that the notice of the test is posted by the City.

d) Battalion Chief Factors and Weights

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

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

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

e) Testing Components:

- Subjective Assessment

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

- Seniority Points

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

10-15 years of service	1 point
15-20 years of service	1 point
20-25 years of service	1 point
25+ years of service	2 point

Seniority at rank of Lieutenant

1-2 years as Lieutenant	1/2 point
2-4 years as lieutenant	1/2 point
4-5 years as lieutenant	1 points
5+ years as lieutenant	3 points

Points are cumulative up ten (10) points.

- Merit Points

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

Battalion Chief Exam

- Lieutenant 60 points or 3%
- Advanced Company Fire Officer or equivalent 40 points or 2%

e. Lieutenant Rating Factors and Weights:

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

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

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

e) Testing Components:

- Subjective Assessment

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

- Seniority Points

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

1 year of service	½ point
2 years of service	½ point
3 years of service	½ point
4 years of service	½ point
5 years of service	½ point
6 years of service	1 point
7 years of service	1 point
8 years of service	1 point
9 years of service	1.5 points
10 years of service	2 points

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

- Merit Points

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

Lieutenant Exam

- Certified Firefighter III or Advanced Firefighter - 40 points or 2%
- Paramedic 3%
- Fire Officer I or Provisional Fire Officer I - 60 points or 3%

f) Written Exam:

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

g) Scoring of Components:

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

h) Veteran's Points:

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

i) Right to Review:

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

j) Order of Selection:

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final

promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 9 of this Agreement.

k) Maintenance of Promotion Lists:

Final promotion lists shall remain valid and unaltered for a period of not less than two (2) years, nor more than three (3) years after the date of the initial posting. When a list expires it shall be void, except as provided in Section 15.3 (b) above.

1) Final Adjusted Promotional List:

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

Section 14.4 Seniority List

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

Agreement or employed at the time of this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.5 Personal Day Selection

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

Section 14.6 Termination of Seniority

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

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

Section 14.7

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

ARTICLE 15 BULLETIN BOARDS

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

ARTICLE 16 LEAVE OF ABSENCE

Section 16.1 Bereavement Leave/ Death in Family

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

Section 16.2 Definition of Family

Whenever a member of the department has a relative pass away, the department will allow time off as follows, if appropriate documentation, including but not limited to an obituary, is provided to the Fire Chief:

48 duty hours off immediate family -

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

24 duty hours off relative -

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

Section 16.3 Short Term Military Leave

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

Section 16.4 Injury Leave/Light Duty

A. Any Firefighter covered by the terms of this Agreement who sustains a job-related injury or illness shall be governed by the provision of the Illinois Public Employee Disability Act

("PEDA"), 5 ILCS 345/1 et seq., as it may be amended from time to time. No Firefighter who is sustains a work-related injury or illness shall lose any benefit contained in this Agreement.

B. In the event a Firefighter suffers an on or off duty illness, injury, or disability, he or she shall be assigned to work light duty with a doctor's approval, which shall not exceed the physical limitations set by said doctor. The Fire Chief will make the final determination regarding light duty assignments and scheduling on a case-by-case basis. Light duty assignments identified below will be assigned on the basis of seniority, as they are available. There shall be no permanent light duty assignments. Any Firefighter assigned to light duty will be expected to return to full active duty immediately upon his or her recovery from injury or illness.

C. Any dispute concerning an order by the City or a request by the Firefighter to place a Firefighter on light duty, to return a Firefighter to full service and regular duty from light duty, or return from medical leave status, shall be resolved in accordance with this paragraph:

1. The Firefighter shall be examined by a physician chosen by him or her, and a physician chosen by the City.
2. Should the physicians fails to concur with one another, the Firefighter will be examined by a third physician, to be agreed upon by the parties hereto. The decision of the physician so chosen shall control.

D. Light duty positions to which Firefighters may be assigned as available re: re-inspections of buildings, data entry, building surveys, clerical work. The schedule for light duty assignments shall be the bargaining unit member's regular 24 hour shift schedule. At the discretion of the Fire Chief, a bargaining unit member may be sent home after light duty for each regularly scheduled shift.

Section 16.5 Sick Leave

Each employee covered herein shall be entitled to a leave of absence equal to 9.23 hours per pay period from the date of his employment within the department, or for a total of 240 working hours per year of employment. Sick days may be accumulated but, in no event, shall there be any compensation or credit accorded to an employee for accumulated sick days if the employee's employment is terminated before he has completed twenty (20) years of consecutive service. Upon retirement, after twenty (20) years of consecutive service, the employee shall be paid the sum of money equal to the salary attached to the position held at the time of termination of employment, for accumulated sick days credited up to and including sixty (60) working days, and in addition thereto, a sum on money equal to one-half such salary for such accumulated sick days over sixty (60) working days, and up to and including one hundred and twenty (120) working days, if any.

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

Section 16.6 Sale of Sick Leave

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

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

back to the City.

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

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

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

Section 16.7 Abuse of Sick Leave

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. However, the abuse of sick leave is a very serious matter and may subject an Employee to discipline up to and including discharge. To prevent the abuse of sick time, the Department will require a doctor's note, clearing a firefighter to return to work, after three consecutive sick days are taken. If a doctor's note is not provided, the remainder of the firefighter's time off will be unpaid until he/she complies with the documentation requirement of this Section. The maximum number of sick days to be taken consecutively or combined with any other compensatory time-off (holiday, Kelly day, vacation) is six days or 144 hours, unless a Doctor note is provided to the City or for other good cause shown.

ARTICLE 17 WAGE RATES AND INCENTIVE PAY

Section 17.1

Wage rates for the classifications covered by the terms of this Agreement appear in

Appendix "A." Wage increases shall be paid retroactive to January 1, 2022 to those employees who are employed on the date of execution of this contract or separated from service in good standing (retired or not terminated for cause) and have completed their probationary time period. Employees will be paid in the classification held at the time of contract ratification. A Onetime lump sum payment of \$1,250 will be made to all currently employed licensed paramedics at the time of ratification of the 2022-2025 CBA.

Section 17.2

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

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

Probationary firefighters shall not be eligible for the incentive program. In addition, the probationary employment period limitation may be extended for a firefighter who is required, as a condition of employment, to be a licensed paramedic, and has not achieved the certification during the initial twelve (12) month probationary period. In that case, the probationary period may be extended for twelve (12) additional months, during which time the sole reason that a firefighter

may be discharged (after the initial 12 month probationary period), without a hearing, is for failing to meet the requirements for paramedic licensure. Only one twelve (12) month probationary period expansion can be granted, for a total of twenty-four (24) total months of probationary employment.

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

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

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

overtime members under paragraph 1 below).

5. The specialty positions are as follows:

FIRE INVESTIGATOR

1. A total of two (2) Fire Investigators is the maximum allowed.
2. An annual incentive of \$750.00 shall be paid.

TRAINING OFFICER

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

VEHICLE MAINTENANCE OFFICER

1. A total of one (1) Vehicle Maintenance Officer is the maximum allowed.
2. An annual incentive pay of \$750.00 shall be paid.

EMS Coordinator

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

HAZARDOUS MATERIALS TEAM MEMBER, WATER RESCUE TEAM MEMBER, AND CART MEMBER.

1. A maximum of four (4) of the specialty positions above, in any

combination, will be allowed.

2. An annual incentive of \$750.00 shall be paid for each position.

The following guidelines apply to all specialties regarding this incentive program only:

Section 17.3 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:
\$1,000.00 (two payments of \$500.00)
- Employees with more than twenty-five (25) years of service: \$1,500.00 (two payments of \$750.00)
- Employees with more than thirty (30) years of service:
\$2,000.00 (two payments of \$1,000.00)

The longevity amounts set forth above shall only be due upon the employee's 20th, 25th, and 30th anniversary date of employment.

Eligible employees shall receive the applicable longevity pay amount for the first two full pay periods beginning after the employees' anniversary date with the City. At the conclusion of those two full pay periods, employees' salaries shall be as set forth in Section 18.1 (Appendix A) of this Article until the first two full pay periods beginning after the employees' anniversary day with the City of the next successive year when such longevity pay shall again be paid to eligible employees in the same manner.

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

the employee's anniversary date. If the employee fails to notify the Payroll Department, then the City has no obligation to tender longevity pay to the employee

ARTICLE 18
7(g) FLSA ASSIGNMENTS

Section 18.1 7(g) Assignments

The straight time hourly rates of pay for employees accepting 7(g) work assignments authorized under this section shall be half of the topped out firefighters' hourly rate. Accordingly employees accepting such work assignments outside their regular duty schedule shall be paid at the overtime rate of 1.5 of half of the topped out firefighters' hourly rate.

There shall be a pool of twelve (12) 7G positions with the assignments being as follows:

1. Fire Prevention - Overseen by ranking officer or senior member
 - a. Three members of the bargaining unit
 - i. By seniority (going forward; anyone currently there remains)
 - ii. Minimum requirements for position will be:
 1. Inspector I
2. Training- Overseen by Training Officer
 - a. Three members of the bargaining unit
 - i. By seniority
 - ii. Minimum requirements for position will be:
 1. Instructor I
3. EMS - Overseen by EMS Coordinator
 - a. Three members of the bargaining unit
 - i. By seniority
4. Maintenance - Overseen by Maintenance Officer (Lt. Kunz)

- a. Three members of the bargaining unit
 - i. By seniority

The parties shall develop the positions required of each shift and the job responsibilities of the above assignments as long as said assignments are outside regular job assignments and subject to 7G.

Fire Prevention positions preferred requirements will be Inspector II and the Office of the Illinois State Fire Marshall Fire Prevention Officer Certification as well as Public Safety Educator. 7G work shall first be offered to existing bargaining unit members who possess the Fire Prevention Officer Certification from the Office of the Illinois State Fire Marshall. If there are no bargaining unit members who possess said certification, or no bargaining unit members who possess the certification are interested in performing said work, then the 7G Fire Prevention work will be offered by seniority to those bargaining unit members who possess the Fire Inspector I Certification from the Office of the Illinois State Fire Marshall. If there are no bargaining unit members with said certification then the 7G Fire Prevention work will be offered by seniority to those bargaining unit members who are interested in performing those duties. The members of the bargaining unit who accept the position of 7G Fire Prevention work will obtain the certifications in the following manner and under the following circumstances:

- Bargaining unit members shall have the cost of these classes paid for by City of Blue Island;
- Bargaining unit members shall be required to find their own time off from the shift to attend said classes without compensation;
- Bargaining unit members must perform 7G Fire Prevention work for a minimum of three (3) years from the date of obtaining their certification from the Office of the State Fire

Marshal. If a bargaining unit member does not perform the said work for a period of three (3) years, then said bargaining unit member shall reimburse the City of Blue Island for the cost of said classes.

Section 18.2 Fire Prevention Officer-Reserved

In the event the Fire Prevention Officer position is reinstated as a full-time position and a bargaining unit member desires the position, the terms and conditions and qualifications of the position will be negotiated by the parties. If no bargaining unit member is interested or qualifies for the position, the City has the right to hire an individual from outside the bargaining unit to serve as Fire Prevention Officer. Should the City hire an individual from outside the bargaining unit to serve as Fire Prevention Officer, when that outside person leaves the position of Fire Prevention Officer, then the position shall, again, be offered to a bargaining unit member who desires the position with the terms and conditions and qualifications of the position to be negotiated by the parties. If no bargaining unit member is interested or qualifies for the position, the City has the right to, again, hire an individual from outside the bargaining unit to serve as Fire Prevention Officer. This process shall then continue.

ARTICLE 19 CLOTHING ALLOWANCE

Section 19.1 Clothing Allowance

All employees covered by this Agreement shall receive a yearly clothing allowance of Seven Hundred Fifty Dollars (\$750.00). This clothing allowance is to be paid in one installment no later than the month of October. The City shall provide bunker coats, bunker pants, bunker boots, helmets and eye shields, gloves and nomex hoods.

Uniforms are to be worn at all times Monday through Friday from 0730 until 1530, when on calls, and in the public eye. Attached as **Appendix B** are the uniform requirements for all

firefighters. The Uniform requirement shall be relaxed when the Members are outside the above working hours, outside of the public eye, are in training, or are on elevated calls including, but not limited to, vehicle extrications and structure fires.

Section 19.2 Reimbursement for Turnout Gear and Uniforms

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

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

No employee, however, will be required to reimburse the City more than \$2,000 under this Section. Employees will be notified of this requirement upon their hire and will be required to sign an agreement regarding reimbursement as a condition of hire. The provisions of this Section 20.2 do not apply to employees who retire.

ARTICLE 20 HOLIDAYS

Section 20.1

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

New Year's Day
Presidents day
Easter
Memorial Day

Junetenth
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Veteran's Day

Section 20.2

Employees covered by this Agreement shall receive sixteen (16) hours pay for the holidays listed in Section 21.1. This increase in hours of pay for holidays is not retroactive and will take effect beginning in 2023.

Section 20.3

Effective May 1, 1986, employees shall be entitled to receive, in addition to the hours specified in Section 21.1, ninety-six (96) personal hours each fiscal year. 96 personal hours will be granted to each Fire Department employee between January 1 and December 31 of each year. Personal hours can be taken any time within the year upon approval of the Fire Chief or, in his absence, the Lieutenant in charge, but are not to be accumulated. Personal hours may be taken in a minimum of 12-hour increments. Personal hours shall not be approved if they shall cause overtime.

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

ARTICLE 21

VACATIONS

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

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

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

Employees with more than 96 hours of vacation leave may sell back up to a maximum of ninety-six (96) hours in forty-eight (48) hour increments at the rate of \$1,000 for each forty-eight-hour increment provided that after the number of hours sold back are deducted the employee has at least ninety-six (96) hours of vacation leave remaining. The election to sell back vacation leave shall be made in writing and submitted by the employee to the Chief or his designee by not later than the thirty-first (31st) day of December of each year. This election shall be irrevocable. The City shall make payment to the employee by the thirtieth (30th) day of January of each year.

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

ARTICLE 22
INSURANCE

Section 22.1 Hospitalization

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

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

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) Ratification of Contract through December 31, 2023: Bargaining unit members shall contribute 16% of the premium cost for the insurance plan in which they are enrolled; however, with a 10% cap from year to year increases in the total cost of the premium.
- 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; however, with a 10% cap from year to year increases in the total cost of the premium.
- 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; however, with a 10% cap from year to year increases in the total cost of the premium.

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

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

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

City and the Union agree that the health insurance plans made available by the City to bargaining unit members and in effect on January 1, 2022 are accepted by the Union and the bargaining unit members as the plans City will provide for health and hospitalization insurance coverage. These plans and the benefits provided in the plans are presently identified as Blue Cross Blue Shield of Illinois PPO, Blue Advantage HMO, and Blue Choice PPO and Blue HSA. 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 22.2 Life Insurance

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

Section 22.3 Group Hospitalization Insurance - Continuation for Family of Firefighter in

the Event of Death Occurring in the Line of Duty

In the event an employee covered by this Agreement dies during, or resulting from, the performance of his duties as a Firefighter, the Employer agrees to continue to pay the premiums for continuation of group hospitalization and medical insurance for the spouse and children of the Member until the first to occur of one or more of the following events:

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

Continuation of the insurance benefits for the child or children of an employee covered by this Agreement and for whom the employee is legally responsible to provide insurance who dies during, or resulting from, the performance of his duties as a Firefighter, shall be terminated upon the first to occur of any of the events listed above in section 23.3 (a) through (e) inclusive. They shall also terminate for each surviving child, if they have not sooner terminated, upon the child attaining an age at which the law permits the benefits to be terminated.

Section 22.4 Health Insurance Continuation Benefit

Employees covered by this Agreement shall be entitled, upon retirement, to continue their group insurance. Employees who retire with less than twenty (20) years of active service with the City

will be required to pay the premiums for the continuation of insurance. The City will pay the premiums for the continuation of insurance for an employee who retires with twenty (20) or more years of active service to the City. However, the employee will be required to pay for family coverage if applicable. The City will provide equivalent coverage for its retired employees with twenty (20) years active service when they become eligible for Medicare. The provisions of this Section 23.4 shall only apply to employees hired on or before October 11, 2006.

Section 22.5 Elimination of City's Contribution for Health Insurance Continuation

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

ARTICLE 23 GENERAL PROVISIONS

Section 23.1

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

Section 23.2

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

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

Section 23.3 Payment

The City shall, upon receiving payment receipt consistent with the requirements of Section 24.2, reimburse the employee one hundred percent (100%) upon receipt of a grade of an "A", seventy-five percent (75%) upon receipt of a grade of a "B", or fifty percent (50%) upon receipt of a grade of "C". There shall be no reimbursement for grades below "C". The City shall also pay fifty percent (50%) of the cost for all books required for such course work contingent upon the employee receiving a grade of "C" or better.

Section 23.4 Incentive Pay

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

Section 23.5 Driver's License, EMT Certificate and Automobile Liability Insurance

Any Employee covered by this Agreement shall maintain a valid non-CDL-B driver's license, proper EMT Certification and automobile or vehicle liability insurance in amounts and providing insurance coverage as required by state law in effect from time to time.

Section 23.6 EMT-P Training, and Fire Prevention Training

It is understood that the Employer may have to send various bargaining unit members for their EMT-P licenses in order to obtain this license to perform EMT-P work. Any member of the bargaining unit that is sent, or volunteers, subject to the approval of the Fire Chief, for EMT-P classes/licensing shall be entitled to the following: (a) for all hours attended outside of normal shift hours to attend school and/or practical requirements and/or ride time, bargaining unit members shall receive overtime pay; (b) for hours attended during the member's normal shift, bargaining unit members shall be released from shift to attend school and/or practical requirements and/or ride time; and (c) For anytime the shift falls below the minimum staffing due to on duty attendance in item (b), the Employer shall hire back a member to maintain daily shift staffing utilizing the normal overtime hire back procedures.

The Employer shall pay the tuition for the EMT-P program as well as any associated costs/fees/materials (including books and study guides). Bargaining unit members, whose Fire Prevention training and/or EMT-P training is paid for by the Employer, must remain employed

for the time periods referenced below or reimburse the City as described.

Qualifying unit members must perform Fire Prevention work for a minimum of three (3) years from the date of obtaining their certification from the State Fire Marshall. If a bargaining unit member does not perform the work for a period of three (3) years, then the bargaining unit member shall reimburse the City of Blue Island for the cost of said classes.

Qualifying unit members must perform EMT-P work for a minimum of three (3) years from the date of obtaining their paramedic licensure. If a bargaining unit member does not perform the work for a period of three (3) years, then said bargaining unit member shall reimburse the City of Blue Island for the cost of said classes.

For qualifying unit members who are unable to pass the certifying examination for EMT-P, despite reasonable efforts as determined by the Fire Chief, the Union must reimburse the City for 50% of the cost of said class and testing in compliance with a repayment plan drafted with City administration.

ARTICLE 24

SAFETY AND HEALTH

Section 24.1 NFPA 1500

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

Section 24.2 Unsafe Conditions

If the B.I.P.F.A. or a unit member has a justifiable reason to believe that his safety and health are in danger beyond the reasonable hazards associated with firefighting due to an alleged unsafe working condition, or unsafe equipment, he shall inform the Fire Chief or his designee of

the unsafe condition. The Fire Chief or his designee shall investigate and will take appropriate action if, in his discretion, he determines that an unsafe working condition exists. If he determines that there is not an unsafe working condition or equipment, then the Chief or his designee shall report this to the B.I.P.F.A., or unit member in writing.

Section 24.3 Safety Matters of General Concern

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

Section 24.4 Physical Exams/Wellness Test

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

Beginning at the ratification of the contract, all Firefighters below thirty (30) years of age must have an exam every three (3) years; Firefighters between the ages of thirty and thirty-nine (30-39) must have an exam every two (2) years; Firefighters forty (40) and above years of age must have an exam every year. The physicals will cover the tests described in Appendix C. The city agrees to pay the costs of this test if performed by a qualified provider approved by the City.

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

expenses, or co-pays, will be paid by the firefighter.

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

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

Beginning at the ratification of the contract, all firefighters may voluntarily submit to yearly cancer and mental health screenings. The City will choose one day, and provide the firefighters with one-month notice of the date, wherein mental health screenings exams and cancer screenings will be performed at the expense of the City.

Section 24.5 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 24.5.1 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 25.5.2 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 or cannabis; 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 the Fire Chief and another supervisor, must certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein.

Section 24.5.3 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 Union at the time the order is given, provided that such a representative is available within 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 24.5.4 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.

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) when available, allow the testing facility to 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. If necessary, the Department may obtain a urine sample and must 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 of the Union may at any time become a part of such chain of custody;
- (d) collect a sufficient sample of blood, 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) allow the testing facility to 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) allow the testing facility to 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 10 or more nanograms of Delta 9 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 24.5.5 Right to Contest.

The Union and/or the employee, with or without the Union, 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 to restrict, diminish 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 Union.

Section 24.5.6 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 24.5.7 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 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.

ARTICLE 25 RESIDENCY

Any Employee covered by this Agreement shall reside within a twenty (20) mile radius of City Hall as detailed in the map attached hereto as Appendix D. If the 20-mile radius touches a municipality, then the entire municipality is also eligible for residency. Those currently employed, at the time of contract ratification, who reside outside of the boundaries in Appendix D, do not have to move within the boundaries, until and unless they move from their current residence.

ARTICLE 26 COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the rights, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with

respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed the Agreement.

ARTICLE 27 SAVINGS CLAUSE

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

ARTICLE 28 DURATION

Section 28.1

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

Section 28.2

This Agreement shall remain in full force and effect commencing upon execution and shall continue in full force and effect until December 31, 2025. It shall continue in effect from year to year thereafter unless notice of intent to modify or termination is given in writing by certified mail by either party no later than ninety (90) days preceding expiration and no earlier than one hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in

which case date of notice shall be the written date of receipt.

Section 28.3 Continuing Effect

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of 2023.

B.I.P.F.A. Attorney

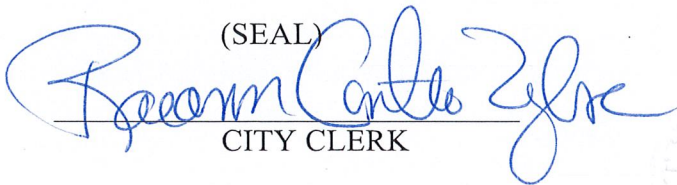


Mayor, City of Blue Island

Local President

City Attorney

Local Secretary

(SEAL)


CITY CLERK



APPENDIX A WAGE RATES

APPENDIX B

Uniform 's:

Firefighter:

Navy blue collared shirt with department logo and last name
Navy blue pant no cargo pant
Black work boot or shoe

Lieutenant:

Grey/white collared shirt with department logo and last name
Navy blue pant no cargo pant
Black work boot or shoe

Battalion Chief:

White collared shirt with department logo and last name
Navy blue pant no cargo pant
Black work boot or shoe

APPENDIX C

2496

1.03

Year	2021		Year	2022	
0-1	\$22.15	\$55,280.95	0-1	\$22.81	\$56,944.99
1-2	\$23.01	\$57,413.52	1-2	\$23.70	\$59,155.95
2-3	\$24.58	\$61,349.36	2-3	\$25.32	\$63,192.23
3-4	\$25.78	\$64,337.64	3-4	\$26.55	\$66,277.29
4-5	\$26.98	\$67,327.04	4-5	\$27.79	\$69,362.34
5-6	\$28.18	\$70,315.32	5-6	\$29.03	\$72,447.40
6+	\$31.72	\$79,153.60	6+	\$32.67	\$81,548.31
10+	\$32.03	\$79,946.59	15+	\$33.65	\$83,990.65
15+	\$32.35	\$80,737.34			
20+	\$32.67	\$81,529.21	LT	\$36.84	\$91,960.38
			LT 15+	\$37.57	\$93,785.70
LT	\$35.41	\$88,382.75			
LT 10+	\$35.77	\$89,269.85			
LT 15+	\$36.12	\$90,152.47			
LT 20+	\$36.48	\$91,036.16			

	1.03		1.05		
Year	2023-EMT		2023-PM		Year
0-1	\$23.50	\$58,653.34	\$23.96	\$59,792.24	0-1
1-2	\$24.41	\$60,930.63	\$24.89	\$62,113.75	1-2
2-3	\$28.62	\$71,443.21	\$29.18	\$72,830.46	2-3
3-4	\$29.90	\$74,620.82	\$30.48	\$76,069.77	3-4
4-5	\$33.65	\$83,994.76	\$34.31	\$85,625.73	4-5
5+	\$34.66	\$86,510.37	\$35.33	\$88,190.18	5+
15+	\$35.70	\$89,105.68	\$36.39	\$90,835.89	15+
25+	\$36.77	\$91,778.85	\$37.48	\$93,560.96	25+
LT	\$39.45	\$98,474.99			LT
LT-PM			\$40.04	\$99,952.11	LT-PM
B/C		1.05	\$42.05	\$104,949.72	B/C

1.035		1.0525			1.035
2024-EMT		2024-PM		Year	2025
\$24.32	\$60,706.21	\$25.21	\$62,931.33	0-1	\$25.17
\$25.27	\$63,063.20	\$26.19	\$65,374.72	1-2	\$26.15
\$29.62	\$73,943.73	\$30.71	\$76,654.06	2-3	\$30.66
\$30.94	\$77,232.55	\$32.08	\$80,063.43	3-4	\$32.03
\$34.83	\$86,934.58	\$36.11	\$90,121.08	4-5	\$36.05
\$35.87	\$89,538.23	\$37.19	\$92,820.17	5+	\$37.13
\$36.95	\$92,224.38	\$38.30	\$95,604.77	15+	\$38.24
\$38.06	\$94,991.11	\$39.45	\$98,472.91	25+	\$39.39
\$41.52	\$103,644.92			LT	\$42.98
		\$42.15	\$105,199.60	LT-PM	
		\$44.25	\$110,459.58	B/C	

1.0525

-EMT	2025-PM	
\$62,830.93	\$26.54	\$66,235.23
\$65,270.41	\$27.57	\$68,806.89
\$76,531.76	\$32.32	\$80,678.40
\$79,935.69	\$33.76	\$84,266.76
\$89,977.29	\$38.00	\$94,852.44
\$92,672.07	\$39.14	\$97,693.23
\$95,452.23	\$40.31	\$100,624.02
\$98,315.80	\$41.52	\$103,642.74
\$107,272.50		
	\$44.36	\$110,722.58
	\$46.58	\$116,258.71

ORIENT
AND
LEAVES

SPEC'S

No Cargoes allowed

1. *Company Name*
2. *Address*
3. *City*

4. *Phone Number*

5. *Reference*

6. *Product*
7. *Quantity*
8. *Weight*
9. *Volume*

10. *Material*
11. *Grade*
12. *Color*
13. *Finish*

14. *Origin*
15. *Manufacturer*
16. *Country*

17. *Brand*
18. *Model*
19. *Year*

20. *Dimensions*
21. *Weight*
22. *Volume*

23. *Material*
24. *Grade*
25. *Color*

26. *Brand*
27. *Model*
28. *Year*

29. *Dimensions*
30. *Weight*
31. *Volume*

32. *Material*
33. *Grade*
34. *Color*

35. *Brand*
36. *Model*
37. *Year*

38. *Dimensions*
39. *Weight*
40. *Volume*

41. *Material*
42. *Grade*
43. *Color*

44. *Brand*
45. *Model*
46. *Year*

47. *Dimensions*
48. *Weight*
49. *Volume*

50. *Material*
51. *Grade*
52. *Color*

53. *Brand*
54. *Model*
55. *Year*

56. *Dimensions*
57. *Weight*
58. *Volume*

59. *Material*
60. *Grade*
61. *Color*

62. *Brand*
63. *Model*
64. *Year*

65. *Dimensions*
66. *Weight*
67. *Volume*

68. *Material*
69. *Grade*
70. *Color*

APPENDIX D

Midwest Center for Environmental Studies Annual Physical Components - Fire

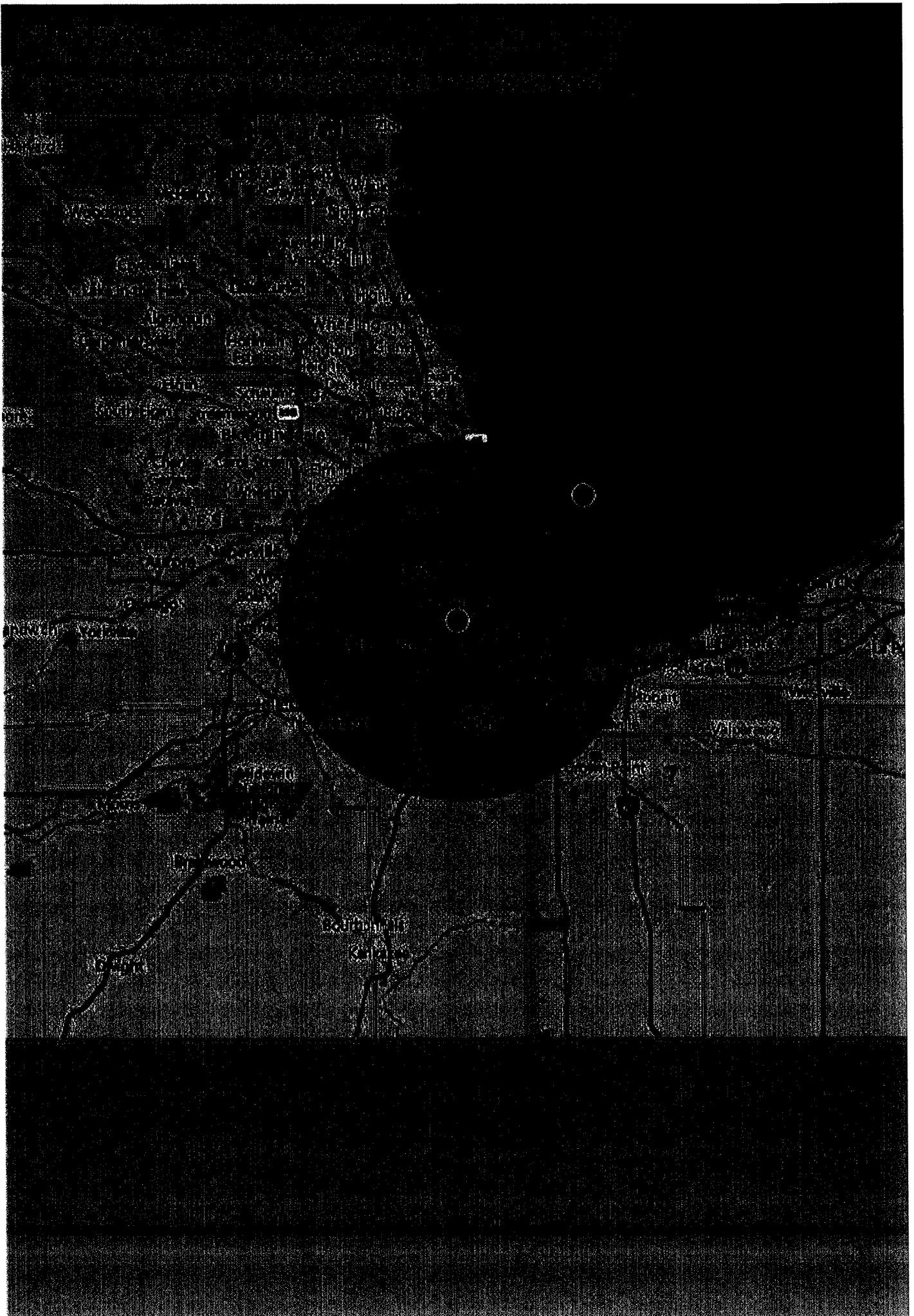
Annual Physical Exams/Wellness - Fire

Includes:

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

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

The Midwest Center for Environmental Studies
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Palo Alto Heights, IL 60463
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Side Letter of Agreement

**REMOVAL OF PART-TIME
EMPLOYEE PROGRAM**

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

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

SIGNING BONUS

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

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