



# **A G R E E M E N T**

**between**

**CITY OF BLOOMINGTON**

**and**

**IAFF LOCAL 49**

**May 1, 2025- April 30, 2028**



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## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 2025, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 49, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

It is the intent and purpose of the parties that this Agreement will promote and improve the welfare of the City of Bloomington and its employees and that it will provide for the harmonious relationship between the City and the employees covered by this Agreement and the Union.

### **ARTICLE 1 RECOGNITION**

#### **Section 1.1 Recognition.**

The City hereby recognizes the Union as the sole bargaining agency for the employees in the appropriate bargaining unit hereinafter set forth. The appropriate bargaining unit for the purposes of collective bargaining shall include all Fire Department employees hired in accordance with 65 ILCS 5/10-2.1 "Board of Fire and Police Commission" or the experienced firefighter hiring provision of Chapter 2 of the Bloomington City Code in the classification of Captain or below assigned to twenty-four (24) hour shifts or eight (8) hour days. The unit shall include but not be limited to Probationary Firefighters, Firefighters, Paramedics, Engineers, Captains, Fire Investigators, EMS Supervisor, Assistant Training Officer, EMS Assistant Training Officer and the Public Education Officer. Specifically excluded from the unit shall be all employees not hired in accordance with 65 ILCS 5/10-2.1 or the experienced

firefighter hiring provision of Chapter 2 of the Bloomington City Code, any staff classification including but not limited to the Chief, Deputy Chiefs, Assistant/Battalion Chiefs and Training Officer.

**Section 1.2. Gender of Words.**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision (s) concerned.

**ARTICLE 2 UNION SECURITY**

**Section 2.1. Check Off of Union Dues.**

Upon receipt of a signed authorization in the form set forth herein, the City will deduct bi-monthly from the pay of employees covered by this Agreement, the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable in the first and second pay period of each month beginning with the first month immediately following the date of receipt of such authorization. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deduction of all employees shall be remitted with an itemized statement to the Treasurer within five (5) business days, after such deductions are made. Authorization shall be made in the following manner:

"AUTHORIZATION FOR PAYROLL DEDUCTION"

TO: CITY OF BLOOMINGTON, ILLINOIS

"I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Local 49, International Association of Firefighters.

I authorize and direct you to deduct said membership dues from my first and second paycheck each month after the date this assignment is delivered to you and to remit same to the Treasurer of Local 49.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Name

**Section 2.2. Living Expenses.**

(a) Definition. "Living Expenses" as used in this Section shall include reasonable expenses for the following items available for general on-site use by all shift personnel of the Department: television sets, radios, television service, subscriptions to magazines of general circulation, microwave ovens, cooking ware and utensils, and recreational equipment. This list may be added to or shortened by mutual agreement in writing signed by the Chief and President of the Union.

(b) Calculation of Contributions. Contributions required of every employee of the bargaining unit under this Section shall be calculated as follows: the Union shall at the end of every fiscal year of the City present to the Chief for approval a list of expenses incurred by the Union for living expenses during the immediate

preceding fiscal year, together with such documentation as the Chief determines is appropriate. The Union shall divide such total by the number of persons in the bargaining unit; the quotient shall be the contribution required from each person in the bargaining unit for the current fiscal year. The payroll deduction amount for living expenses shall be forwarded to the Human Resources Department.

(c) Collection. The Union will notify each employee of the amount of their proportionate share of living expenses for the prior year. The employee, once so notified, may elect to pay said amount within thirty (30) days of the notice by the Union; in the absence of such payment by the employee, the City will deduct 1/24 of the total amount from the first two paychecks of each month.

(d) Records and Transmittal. The City will maintain records of all payment made under this Section and transmit all sums collected to the Union at regular intervals along with union dues collected pursuant to Section 2.1. Check off of Union Dues.

### **Section 2.3. Indemnification.**

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## **ARTICLE 3 VACATION**

### **Section 3.1. Eligibility For Vacation.**

Employees covered by this Agreement hired prior to January 1, 2026, shall be eligible for vacation in accordance with the May 1, 2021, contract through December 31, 2025. Beginning January

1, 2026, employees shall be entitled to vacation and conversion of vacation in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>40-hour employee</b>	<b>Shift hours/days employee</b>	<b>Reverse Factor (24 ÷ 8)</b>	<b>Conversion Factor (8 ÷ 24)</b>
30 days after DOH* but less than 1 year	80 hrs	4 days	1.2	0.8333
1 year but less than 5 years	120 hrs	6 days	1.2	0.8333
5 years but less than 16 years	160 hrs	7 days	1.05	0.9523
16 years	168 hrs	7 days	1	1
17 years	176 hrs	7 days	0.9545	1.0476
18 years	184 hrs	7 days	0.913	1.0952
19 years	192 hrs	7 days	0.875	1.1429
20 years or more	200 hrs	9 days	1.08	0.9259

If there is a temporary assignment change for a shift employee to a 40-hour employee, the conversion factor rate for the 16-19 year service steps shall be converted using the 5 year but less than 16-year factor rate.

All said vacation periods shall be given in each calendar year with pay and may be split into periods of not less than one (1) duty day.

There shall be a total of three (3) slots available per shift within which vacation and personal days may be picked. Additional slots shall be available at the beginning of each shift provided no overtime is created as a result of granting the additional time off.

Vacations shall be chosen by seniority beginning with the

most senior employee. Employees may “bank” up to three (3) vacation days to be used at the employees' discretion subject to the availability of an open slot on the vacation day desired by the employee. Effective January 1, 2026, employees may “bank” up to four (4) vacation days to be used at the employees' discretion subject to the availability of an open slot on the vacation day desired by the employee.

Employees who are restricted from work for a job injury and provide documentation that they are anticipated to be unable to work due to medical restrictions prior to end of the calendar year will be eligible to bank more than the allowed number of bank days.

Forty-hour employees shall be entitled to take vacation in one-hour increments and subject to the needs of the department. Forty-hour employees will be eligible to bank up to 50% of their annual vacation accrual.

### **Section 3.2. Personal Days.**

Shift employees shall be entitled to one (1) twenty-four (24) hour personal day each calendar year. Shift employees shall be permitted to take personal time in twelve (12) hour increments starting at 7:00 a.m. and 7:00 p.m.

Forty (40) hour employees shall be entitled to two (2) eight (8) hour personal days each calendar year and shall be permitted to take personal time in one (1) hour increments subject to the needs of the Department.

Any PC time remaining at the end of the calendar year shall be converted to sick leave. Probationary Employees hired prior to July 1 will receive twenty-four (24) hours of personal time.

Probationary Employees hired on July 1 or thereafter shall receive twelve (12) hours of personal time. There shall be one dedicated 24-hour slot or 2 (12-hour) slots per shift for Personal Days (“PC Time”) regardless of the timeframe. This slot is in addition to the vacation slots available and shall not count against vacation availability. Only PC time shall be used in this slot. Effective January 1, 2026, shift employees will be ineligible for Personal Days.

### **Section 3.3. Conversion of Unused Vacation Days.**

Employees who have banked vacation days remaining at the beginning of the subsequent vacation selection process, shall have the option of converting unused banked vacation days into sick leave. Such conversion will be effective on January 1. Until December 31 said banked vacation days shall be available for use as vacation time.

Employees who have a vacation conversion which leaves them with less than a 24-hour increment will be allowed to bank the time in addition to their bank day slots. Any amount less than a 24-hour increment or beyond the authorized number of bank days shall be paid to the employee in January.

### **Section 3.4. School Leave.**

Employees shall be entitled to 48 hours of school leave each calendar year. Leave must be taken in two (2) hour increments if less than four (4) hours is requested. After four (4) hours, employees may utilize school leave on a one (1) hour basis. No more than two (2) employees shall be allowed off at a time. School leave is available for training and/or education directly related to the completion of an Emergency Medical Services, Fire Science or

Fire Service Management degree, or training directly related to the services provided by the Department and the duties of the employee. School leave is not intended to be utilized for union-related activities, training, seminars, conferences or other functions. School leave time shall be limited to time required for travel to and from, and attendance at, covered training. Requests for school leave must be submitted to the Training Officer no less than 72 hours in advance of the training date. Approval of school time off shall be on a first come first serve basis. In the event multiple requests for school leave are received at the same time the request by the most senior employee will be approved.

#### **ARTICLE 4 EQUIPMENT AND ALLOWANCE**

The City of Bloomington will furnish to all employees covered by this Agreement all protective equipment and uniform components deemed necessary by the Chief for performance of their duties. The City will further replace for such employees the aforesaid protective equipment and uniform components necessary for the performance of their respective duties which are damaged, or rendered unfit for further use by ordinary wear and tear in the performance of their regular duties. The protective equipment, which shall be furnished by the City, are to remain the property of the City and not the individual employee. The replacement of all equipment and uniform components shall be at the discretion of the Chief and the furnishing of same shall be on a replacement basis. The City shall replace or repair uniform components that employees are required to use that have been rendered unserviceable. New hires shall be provided with a complete complement of uniform components in the quantities listed below. Unserviceable uniform components shall be replaced

with a new item of clothing or repaired at the discretion of the City. Unserviceable shall include any change in an employee's position that requires a uniform change and shall also include when a uniform no longer fits.

In addition, the City shall reimburse employees up to \$300 for the purchase of up to two (2) pairs of uniform shoes to complete their uniform. In order to be eligible for reimbursement the employee must submit a Shoe Reimbursement Form and an original receipt(s) for the shoes dated within the calendar year. Such forms must be submitted by the end of December for payment in January.

The City shall provide all the badges, insignias and embroidery that employees are required to have on their clothing. Uniform components will not be worn off duty except for travel to and from work and activities approved by the Chief. Uniform components identifiable as Fire Department specific shall be returned to the City at the time of separation of employment.

#### Uniform Component List

- |  |                       |
|--|-----------------------|
| 1 - LS Dress B Shirt                         | 1 - SS Dress B. Shirt |
| 4 - Polo Shirt (Long sleeve or short sleeve) |                       |
| 2 - Job Shirt                                | 5 -T-shirt            |
| 4 – Pants*                                   |                       |
| 2-Shorts (if requested)                      | 2 – Belt              |
| 1 - Ball Cap                                 | 1 - Stocking Cap      |
| 1 – Coat                                     |                       |

\*Probationary employees required to go to the academy and employees filling a 40-hour position shall be issued five (5) pairs of pants.

## **ARTICLE 5 ABSENCE DUE TO INJURY AND ILLNESS**

### **Section 5.1. Sick Leave.**

Any employee absent from duty because of sickness or injury of the employee or the employee's spouse and/or dependent, shall be entitled to sick leave as provided herein, provided that the employee would have otherwise been scheduled to work. Any employee may also use sick leave for their eligible family (defined as spouse, child, domestic partner, and extended family members defined as sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent).

Sick Leave Base and Accrual. This benefit will accrue to new employees at a rate of twenty-four (24) hours for their first twelve (12) months of employment, after which it shall accrue at a rate of twelve (12) hours each month up to a maximum of eighteen hundred (1800) hours. Forty-hour employees will accrue ten (10) hours per month up to a maximum of fourteen hundred forty-hours (1440) hours.

Effective January 1, 2011, sick leave will accrue beyond the 1800/1440 hour maximum on a monthly basis as prescribed herein. All sick leave accrued in excess of the maximums defined herein will be paid into an employee's Retirement Health Savings (RHS) account on a monthly basis in any month where the additional accrual will exceed the maximums defined herein. The rate of payment shall equal the employee's then current regular rate of pay. Such payments will be made on a monthly basis no later than

the calendar month immediately following the month the employee accrued sick leave in excess of the maximum for sick leave.

Accelerated Accrual. When an employee with at least 200 hours of accrued sick leave totally depletes him or her sick leave by reason of a single serious health condition, defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility or continuing treatment by a physician, the employee, upon return to full duty shall accrue sick leave at the rate of twenty-four (24) hours per month until their sick leave returns to the level maintained before the serious health condition. For the purposes of the preceding sentence, an employee's sick leave shall be deemed to be "totally depleted" when they have depleted all but one hundred (100) hours of sick leave. Employees will be eligible for Accelerated Accrual for the employees' spouse/civil union-domestic partner and or the employee's dependent children. Employees will be eligible for accelerated accrual only one-time after May 1, 2021, throughout their career with the City (regardless of whether an employee has used this benefit prior to May 1, 2021). Employees requesting Accelerated Accrual should request this benefit on the Accelerated Accrual form upon their return to full duty. Dependent children shall mean any child eighteen (18) or under or children who are over the age of eighteen (18) and have been legally adjudicated mentally or physically disabled.

Conversion for 40 Hour Employees. Employees working a forty (40) hour week shall have their sick leave computed on the basis of such forty (40) hour week. Their accrual of sick leave shall

be at a rate and amount equal to four-fifths (4/5) of the hours accrued by shift personnel. Conversion of sick time on the basis of a ration of four-fifths (4/5) or five-fourths (5/4) shall be made whenever an employee changes to or from a forty (40) hour week.

Verification of Illness and FMLA. An employee using 12 or more hours of sick leave on two (2) consecutive duty days or following two (2) unverified occurrences of the use of 12 hours or more of sick leave in a calendar year for the employee or their family's illness or injury will be required to provide verification from the employee's health care provider that the employee was unable to perform their duties. The City will notify the employee of the requirement to have a health care provider's note after they have had two (2) unverified occurrences of 12 hours or more. For verification purposes, employees shall be required to provide a healthcare provider's note within five (5) business days of their return to work for sick leave usage.

Sick leave abuse is a very serious offense that may constitute just cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to verify all sick leave absences. Some examples of sick leave abuse include:

1. A pattern of sick leave usage, such as repeated use of sick leave in conjunction with debit days, approved leave days, or holidays or in less than 12-hour increments.
2. A pattern of sick leave usage, such as repeated use of sick leave on a particular day of the week.
3. Using sick leave and engaging in proven activities during the employees' regular work hours, which indicated the ability to work full and unrestricted firefighter duties.

To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and

Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Conversion of Sick Leave. – Employees who retire or leave the employment of the City under honorable circumstances, with twenty (20) or more years of service as a firefighter shall convert accrued sick leave to a Retirement Health Savings (RHS) account, to a maximum of one thousand eight hundred / one thousand four hundred forty (1,800/1,440) hours of accumulated unused sick leave at the final hourly rate. The rate of conversion will be one hundred percent (100%) of any hours of accumulated unused sick leave for employees hired prior to June 17, 2013. For employees hired on or after June 17, 2013, the rate of conversion upon retirement shall be as follows:

**Shift Employee Schedule**

- 0-863 hours = 0%
- 864-1,079 hours = 20%
- 1,080-1,259 hours = 30%
- 1,260-1,440 hours = 40%
- 1,441–1,800 hours = 50%

**40-hour Employee Schedule**

- 0-690 hours = 0%
- 691-863 hours = 20%
- 864-1007hours = 30%
- 1008-1152 hours = 40%
- 1153–1,440 hours = 50%

(Example: Shift employee retiring with 20 or more years of

service and 1,800 hours will have all 1,800 hours converted at the 50% rate; an employee with 1,259 hours will have all 1,259 hours converted at the 30% rate; while an employee retiring with 863 hours will have zero conversion.

Any employee with less than 20 years of service and is granted a duty or non-duty disability and is ineligible for PSEBA benefits shall have their sick leave hours converted to a Retirement Health Savings (RHS) account in accordance with the above schedule.

### **Section 5.2. Administrative Duty.**

(a) At any time during a period of extended off duty injury or illness sick leave (“extended” defined as a period of 3 shifts or more), an employee may request to work administrative duty. At the discretion of the Chief, if work is available, the employee maybe assigned to administrative duty within the Department and within the employee’s restrictions and capabilities. The employee shall be required to perform such work during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The duration of administrative duty as the result of any one injury or illness shall not exceed 120 calendar days Administrative duty may be paused due to surgery or restrictions. When Administrative Duty is resumed the employee shall be eligible for the remainder of their administrative duty days.

An employee during paid extended sick leave may request from the Chief to participate in assigned training activities within the employee’s restrictions and capabilities and at such time and place as the training is provided or conducted.

(b) **On Duty Injury or Illness:** Whenever an eligible employee suffers any injury or illness in the line of duty which causes him to

be unable to perform his duties he shall be eligible for benefits pursuant to the Public Employee Disability Act (“PEDA”; 5 ILCS 345/et.seq.). However, these same employees may be assigned to work Administrative Duty by the Fire Chief within their restrictions and capabilities. Such Administrative Duty time tolls the one calendar year benefit under PEDA which is three hundred and sixty-five (365) calendar days. The analysis of the PEDA benefit will be determined by either an hourly or calendar day analysis to ensure that the employee gets the longest assessment of said PEDA benefit time if the PEDA leave is intermittent. For the purpose of hourly PEDA benefits the hours of work as outlined in Section 7.1 Hours of Work shall be used.

An employee will be assigned to work Administrative Duty on shift, only on their normal workdays, for up to 12 hours per day. Nothing will preclude the Chief or his designee to release an employee from Administrative Duty early for the day, if appropriate. Also, verified medical appointments, and physical therapy on the assigned duty day and the remainder of the 12- hour shift shall count towards the hours worked for that Administrative Duty day. During the Administrative Duty assignment an employee scheduled to work must request time-off using any available appropriate time benefit categories, however such employees will not count towards daily shift manpower/staffing and such leave will not count towards any leave slot.

Leave time taken will be consistent with the CBA. Vacation will be charged in 24-hour increments and PC will be allowed to be taken in 12-hour increments. Sick leave will be charged in hourly increments consistent with the number of hours missed on the employees assigned shift.

All trades scheduled between employees prior to an employee's injury shall be honored. An employee on Administrative Duty may not cover for, or work for, an employee counting towards daily staffing. However, an employee may cover, or work for, an employee on Administrative duty by working a whole 24-hour shift.

The duration of administrative duty as the result of any one injury or illness shall not exceed 120 calendar days. Administrative duty may be paused due to surgery or restrictions. When Administrative Duty is resumed the employee shall be eligible for the remainder of their administrative duty days.

An employee during paid injury leave may be required by the Chief to participate in assigned training activities within the employee's restrictions and capabilities and at such time and place as the training is provided or conducted.

(c) At any time during the period of restricted duty should the employee be fully recovered and capable of performing their regular duties, the period of administrative duty shall cease.

(d) Employees on forty (40) hour administrative duty (Off Duty Injuries under section a above) who choose to utilize leave benefits will have that benefit computed in accordance with the CBA.

(e) Employees on administrative duty who request vacation leave, will have that leave granted as requested, unless department needs dictate otherwise.

(f) Employees on forty (40) hour administrative duty will not be eligible for Kelly days.

(g) Administrative duty employees shall not be considered as

filling positions under Article 9.

### **Section 5.3. Administrative Duty for Pregnancy.**

If requested by a pregnant employee, the City shall temporarily transfer a pregnant female employee to non-hazardous position for the duration of her pregnancy. For the purposes of this section, a female employee will be assigned to a transitional duty assignment (Administrative Duty) with the schedule determined by the Department with no loss of current annual salary or benefits. The transfer to an Administrative Duty assignment shall be limited as follows:

- 1) May only be assigned Monday through Friday from 0700-1700, excluding holidays for an eight (8) hour shift. Employees may work non-shift overtime on a voluntary basis.
- 2) Time spent attending appointments shall be treated as part of their administrative duty assignment.
- 3) While assigned the employee shall be able to perform productive work within their restrictions (if any).

Nothing in this provision requires a pregnant employee to participate in Administrative Duty. If the employee elects to not use Administrative Duty, they would be required to use available benefit time and/or FMLA for absences and perform all essential functions of their position. The length of Administrative Duty for Pregnancy shall not be limited by Section 5.2 Administrative Duty of the CBA.

### **Section 5.4 Maternity Leave.**

Any full-time pregnant employee shall be eligible for up to thirty (30) calendar days of paid maternity leave for the birth of a child or

children, the medical recovery and for bonding with the baby. Such leave will begin the first scheduled shift immediately following the birth. To be eligible for paid maternity leave, a pregnant employee must provide a written statement to the Deputy Chief of Operations of her expected due date. After an employee's Maternity Leave has been exhausted, the employee may request to use accumulated sick leave, vacation leave, or personal leave, subject to the provisions of this Agreement. While the employee is using paid maternity leave or accrued benefit time following childbirth, she will continue to receive full pay and benefits, without any interruption of her seniority.

Leave taken under the provisions of this section that qualifies under FMLA shall be designated as FMLA leave according to the requirements of the law. Employee do not have to be eligible for FMLA in order to qualify for Maternity Leave. Leaves under this Section shall also be granted in the cases of a full-term stillborn child.

After being released to return to work an employee will be eligible for Administrative Duty, upon request, consistent with the provisions of Section 5.2 Administrative Duty.

Maternity leave cannot be combined with parental leave.

### **Section 5.5 Parental Leave.**

All full-time employees who provide proof of pregnancy of their female partner at least 30 days prior to the expected due date will be eligible for ten (10) 8-hour workdays or four (4) 24-hour shifts, of paid parental leave for each pregnancy resulting in birth or multiple births.

All full-time employees are eligible for ten (10) 8-hour workdays or four (4) 24-hour shifts, of paid parental leave with a new adoption of a child, with the leave to commence no earlier than when physical custody of the child has been granted to the employee, provided that the employee can provide proof at least 30 days prior to the formal

adoption that reflects the formal adoption process is underway, as well as final proof that such adoption was finalized. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt, as long as the foster child has not resided in the home for more than one (1) year.

Such leave must be taken consecutively until the leave is completed and all such leave must be started within 60 days of the child's birth or adoption. Parental leave is for the purpose of bonding with the new member of the household. Employees are not eligible for leave under this section in the event the adoption is for a stepchild or relative with whom the employee has previously established residency for a period of one (1) year or more. Leave taken under the provisions of this section that qualifies under FMLA shall be designated as FMLA leave according to the requirements of the law.

The City may require the employee to provide proof of birth and paternity by providing a copy of the child's birth certificate.

## **ARTICLE 6 INJURY IN LINE OF DUTY**

Injury Leave Benefit. Each employee covered by this Agreement who is injured in the line of duty shall receive full payment of their salary as provided in 5 ILCS 345/1 as in effect May 1, 1989, regardless of any subsequent inapplicability to home rule units.

Employees entitled to receive such compensation shall continue to receive their regular paychecks at the regular pay period and dates, consistent with the Workers' Compensation Act as limited by 5 ILCS 345/1 as in effect May 1, 1989, but the City

shall not be required to pay benefits beyond the requirements of said laws. Employees shall appropriately endorse to the City any workers' compensation temporary total disability check covering the same pay period.

Any employee covered by this Agreement who elects to contest the amounts paid to them by the City, pursuant to this Article by using the grievance arbitration procedure set forth in Article 14 of this Agreement shall execute a waiver of other legal remedies which may be available to such employee under 5 ILCS 345/1. No arbitrator shall have jurisdiction to decide a grievance filed by an employee who alleges a violation of this Section unless such waiver of other legal remedies has been so executed by the grievant.

## **ARTICLE 7 HOURS OF WORK**

### **Section 7.1. Hours of Work.**

The normal work week for 40-hour employees shall be Monday through Friday between the hours 0700 and 1700. A maximum of eight (8) hours per day shall be scheduled to produce a work week of forty (40) hours.

Effective May 1st, 2025, the normal shift schedule for employees whose principal assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by forty-eight (48) consecutive hours off duty. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every fourteenth (14<sup>th</sup>) duty day to produce an average work week of 52.17 hours per week. Kelly Days shall be selected by seniority in conjunction with the annual vacation selection process.

Effective January 1<sup>st</sup>, 2026, the normal shift schedule for employees whose principal assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by seventy-two (72) consecutive hours off duty. On average, employees shall work 2,435 hours per year, equivalent to 46.67 hours per week. This total includes a debit day following every 9th regularly scheduled shift of a 24/72 rotation. The debit day shall be scheduled before the 1st shift of the employee's next debit day cycle, creating a 48-hour shift.

Effective January 1st, 2028, the normal shift schedule for employees whose principal assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by seventy-two (72) consecutive hours off duty. On average, employees shall work 2,338 hours per year, equivalent to 44.80 hours per week. This total includes a debit day following every 15th regularly scheduled shift of a 24/72 rotation. The debit day shall be scheduled the day before the 1st shift of the employee's next debit day cycle shift, creating a 48-hour shift.

### **Section 7.2. FLSA Work Cycle.**

The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 21st day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly Day (14th shift) falls on the shift starting at 7:00 a.m. on the 21st day of their work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

Effective January 1, 2026, the FLSA work cycle will commence at 7:00 a.m. and will be changed to a 28-day cycle. At this time,

employees will no longer be eligible for Kelly Days. All references to Kelly Days in this collective bargaining agreement will be null and void as of January 1, 2026.

**Section 7.3 Debit Days.**

A Debit Day is defined as a regularly scheduled twenty-four (24) hour shift that is worked immediately before the first shift of the employee's next debit day cycle, resulting in a consecutive forty-eight (48) hour shift.

- A Shift will have D Shift Debit Day cycles
- B Shift will have A Shift Debit Day cycles
- C Shift will have B shift Debit Day cycles
- D Shift will have C Shift Debit Day cycles

**Effective January 1, 2026:** After the employee's 9th regularly scheduled 24/72 shift in the cycle, the employee will be required to work the shift immediately preceding their first shift of the new cycle. This will create a consecutive 48-hour work shift.

*Example:* An A-shift employee would work their 9th regular A-shift day, then work a debit day on D-shift before returning to their first A-shift of the new cycle, creating a consecutive 48-hour work shift.

**Effective January 1, 2028:** After the employee's 15th regularly scheduled 24/72 shift in the cycle, the employee will be required to work the shift immediately preceding their first shift of the new cycle. This will create a consecutive 48-hour work shift.

*Example:* An A-shift employee would work their 15th regular A-shift day, then work a debit day on D-shift before returning to their first A-shift of the new cycle, creating a consecutive 48-hour work shift.

## Transition Period Clarification

Note: These examples do not apply to the first debit day cycles in 2026 and 2028, as the department will be transitioning to the new schedule and some employees will work debit days before the full cycle is in place.

No more than one (1) Firefighter/EMT-Basic shall be assigned per debit day cycle. In the event a mid-year vacancy exists, a Firefighter/EMT Basic will be allowed to fill the open debit day cycle which may result in more than one EMT-Basic being assigned to a debit day until the next bid cycle.

The initial selection of Debit Days for calendar years 2026 and 2027 shall occur in conjunction with the 2026 annual vacation bid and will remain in effect for both years. Beginning with the 2028 vacation bid for the 2028 calendar year and thereafter, Debit Days shall be selected by seniority as part of the annual vacation selection process.

Captains working a debit day shall fill an open captain's position first. If no open captain position is available, the captain can fill an open engineer or backup position in that order. In the event there is no open captain, engineer, or backup position, the captain will fill the backup position in a station with a vacancy for the day, bumping the least senior employee from a fire apparatus from all the vacancies available.

Engineers working a debit day shall fill an open engineer's vacancy first. If there are no engineer vacancies, the engineer on debit day can fill a backup vacancy. If there is no backup vacancy, the engineer will fill the backup role in a station with a vacancy for the day, bumping the least senior employee from a fire apparatus from all the vacancies available.

Firefighters/Paramedics and EMT-Basics on debit days will be assigned to stations with vacancies. In the event an EMT-Basic is

already assigned to each station, the EMT-Basic normally assigned to the shift will fill the backup role at a station with a vacancy for that day, bumping the least senior employee from a fire apparatus from all the vacancies available.

Nothing in this section shall prevent an officer or engineer from filling another position on an apparatus or ambulance on a voluntary basis. Such assignments shall not be mandatory.

Debit days may be traded in accordance with Section 7.4 Trades.

### **Section 7.4. Trades.**

Time trades are voluntary arrangements between employees covered by this Agreement. Employees that count towards manpower shall be permitted to trade time subject to the following:

The employee shall notify the department in a manner prescribed by the Department at least 48 hours in advance of the time trade. In the event it is impossible for the employee to provide notice at least 48 hours in advance, the Battalion Chief may approve time trades with less than the required notice provided that employees shall complete the prescribed notification process prior to the time trade occurring. Documentation for standby and/or time trades made on an employee's duty day shall be reasonably accommodated by the Battalion Chief.

Time trades between members from different shifts shall normally be between employees of the same rank and similar assignment unless otherwise approved by the Battalion Chief of the employee normally assigned to the shift. Employees on duty as the result of a time trade are expected to perform the duties of the employee normally on duty. In the event an employee on duty as the result of a trade time is unable to perform the duties of the

employee normally on duty, the Department may reassign the individual on duty to a different job assignment.

Employees on duty as the result of a trade time shall be eligible to utilize accrued leave benefits in the same manner as employees normally on duty.

Employees trading time for less than 24 hours, who are on duty, shall remain on duty until relieved by the employee they are trading time with unless otherwise authorized by the Battalion Chief.

Employees who are off on trade time and are recalled shall receive 1 1/2 time their hourly rate. The employee working on trade time shall remain on trade time.

Employees may not be absent from their regular shift assignment for more than 480 hours per calendar year as a result of time trades unless approved by the Chief or his designee. For the purposes of this section only, Debit Days shall not be considered a regular shift assignment and shall not count towards the 480 hours.

### **Section 7.5. Shift Transfers.**

Employees may be transferred from one shift to another for operational needs as determined by the Chief. The Department shall first seek volunteers who meet the criteria established by the Chief to fill the transfer in order of Department seniority. If there are no volunteers the Department may order the transfer of the least senior employee who meets the criteria established by the Chief on the shift from which the transfer is coming. Seniority for Firefighters and Engineers will be determined by time on Department. Seniority

for Captains will be determined by time in grade. Requests for volunteers to transfer shall be posted for seven (7) calendar days.

**Section 7.6. Maximum Consecutive Hours.**

Bargaining unit employees may not accept overtime assignments that would result in the employee working in excess of two (2) consecutive duty shifts. Employees may not work as the result of trade time if doing so would result in the employee working in excess of two (2) consecutive duty shifts. Following the completion of the two (2) complete shifts, employees shall not be eligible to work in a fire suppression or EMS assignment until the employee has been off duty for at least twelve (12) hours. Under the application of this Article, a employee will be considered to have worked a 24 hour shift if the employee works in excess of twelve (12) hours during any duty shift. Employees must have a seven (7) hour duty free break before they accept an overtime shift that would require an employee to work 48 consecutive hours.

**Section 7.7 Use of Leave Time for 40 hour Employees.**

All paid or unpaid leave time shall be rounded to the nearest quarter hour subject to the needs of the Department.

**ARTICLE 8 OTHER LEAVE**

**Section 8.1. Bereavement.**

In all cases where the parent (which shall include legal guardian), mother-in-law, father-in-law, brother-in-law, sister-in-law, wife, brother, sister, children, grandchildren or grandparents (including great grandparents) on both sides of an employee covered by this Agreement dies, said employee shall be allowed to be absent from their duties with pay from the time of the death until

the first normal tour of duty following the funeral, but in no event to exceed two (2) duty days. For purposes of this article all "step" relationships created by marriage such as step-brother, step-sister, step-parents, etc. shall be considered the same as natural relationships. This leave may be extended by the Chief on a day to day basis. Employees shall be eligible to use sick leave benefits the day of the notice of loss.

In the case of the death of an extended family member or close personal friend not covered in the preceding provision, employees shall be granted four (4) hours paid Funeral Leave to attend the funeral, visitation or memorial service. Additional time off may be granted by the Chief or his designee in the event the funeral, visitation or memorial service is out of town. Total Funeral Leave shall not exceed a total of eight (8) hours of Funeral Leave in a calendar year. Funeral leave of less than four (4) hours may be approved in one (1) hour increments as long as it does not impact operations. In the event additional Funeral Leave is required this time will be deducted from the employee's available sick leave. Total allowed Sick Leave for additional funeral leave shall not exceed 24 hours in a calendar year.

Sick leave used under this section will not require Sick Leave notes per Section 5.1 Sick Leave.

### **Section 8.2. Emergency Leave.**

In all cases, where there is an emergency situation, for which there is no other benefited leave time available, said employee shall be granted enough time off duty, at the discretion of the Battalion Chief, up to a maximum of four (4) hours per incident, so they can alleviate the emergency situation. In instances where the above

emergency leave is not long enough to rectify the situation, employees will be allowed to use sick leave up to 24 hours per occurrence.

Sick leave used under this section will not require Sick Leave notes per Section 5.1 Sick Leave.

## **ARTICLE 9 RECALL PAY AND CALL-IN PROCEDURE**

### **Section 9.1. Recall Pay.**

An employee covered by this Agreement called back to work after having gone home will receive one and one-half (1½) times their regular straight time hourly rate of pay for each hour worked which does not overlap with their normal duty hours, provided that the employee will receive a minimum of four (4) hours pay at one and one-half (1½) times their regular straight time hourly rate of pay on each such occasion. Forty-hour employees shall be paid hour for hour for time worked at one and one-half (1 ½) times their regular straight time hourly rate of pay on each such occasion. Call-in pay provided for in this Article shall be computed as provided for in Article 10 of this Agreement.

In the event an approved employee is called back to perform operations solely related to functioning in a SWAT Liaison role, that employee shall be entitled to receive a minimum of two (2) hours pay at one and a half (1 1/2 ) times the employee's regular straight time hourly rate of pay on each such occasion. Call-in pay provided for in this Article shall continue to be computed as provided in Article 10 of this Agreement.

Nothing in this Agreement will obligate the City to call back additional personnel to function in the roll of Medical Support for Tactical Law Enforcement Operations.

**Section 9.2. Recall Procedure.**

(The parties agree that Appendix A – MOU contained in the May 1, 2021 contract shall be in effect until December 31, 2025)

In an effort to provide uniformity in the calling in of off-duty personnel when a shift is below minimum staffing levels and/or to staff MABAS deployment when the employer has in excess of (8) hours notice, the following procedure is to be the Standard Operating Procedure for the Bloomington Fire Department.

In the event no employee accepts the overtime assignment for MABAS deployment the Department reserves the right to deploy on duty personnel.

To maintain established minimum staffing levels, the City shall have the right to require employees to remain on duty past the completion of their duty shift until that employee is relieved by his/her replacement. In addition, the City has the right to require off duty employees to report for overtime assignment in the event the City is unable to meet established minimum staffing levels through the established recall process.

The Battalion Chief is authorized to call in off-duty personnel when the staffing level falls below the safe level of operation, which has been determined to be three (3) firefighting personnel for each front-line, in-service fire apparatus, one (1) ARFF Engineer, two (2) EMS personnel for each front-line, in service dedicated ambulance, one person for each EMS alternative response vehicle plus the

## Battalion Chief.

When operating at the minimum shift level, there shall be one (1) officer/acting officer, one (1) engineer/acting engineer, and one (1) firefighter assigned to each front-line, in-service fire apparatus, one (1) ARFF Engineer/Acting ARFF Engineer assigned to the aircraft crash rescue vehicle, two (2) EMS personnel for each front-line, in service dedicated ambulance, one (1) EMS personnel for the EMS alternative response vehicle and one (1) Battalion Chief/Acting Battalion Chief on duty.

The call-ins shall be made from either the "Long" call-in list which shall be used for call-ins of more than twelve (12) hours or the "Short" call-in list which shall be used for call-ins of twelve (12) hours or less.

After all eligible employees have been contacted on the overtime eligibility list those employees off on Kelly Days will be contacted for overtime assignments prior to forcing any employee to work overtime. Employees off on Kelly Days will not be forced to work overtime and such assignment shall be voluntary on their part.

No employee shall be subject to being forced to work the shift two days before a scheduled debit day or a debit day worked through a trade. Such assignments shall be voluntary for the employee.

Example: If an A-shift employee has a scheduled debit day or debit day trade on the next D-shift day, they cannot be forced to work on B-shift. This prevents a forced pattern of 48 hours on, 24 hours off, and then 48 hours on again.

When the shift staffing level falls below the safe level of shift staffing, the Battalion Chief (or their designee) shall call in the necessary off-duty personnel. If there is a vacancy for a Battalion

Chief on the shift coming on duty, it shall be the off going Battalion Chief's responsibility to implement these procedures. The procedures are as follows:

- (a) When called due to staffing shortages Captains may work in the place of an absent Battalion Chief.
- (b) Captains, Engineers and Firefighters may work in the place of an absent Captain, Engineer, or Firefighter.
- (c) Captains and Engineers shall fill their respective ranks first. Captains may fill an Engineer or a backup position. Engineers may fill a backup position. Nothing in this section shall prevent an Officer or Engineer from filling another position on an apparatus or ambulance on a voluntary basis. Such assignments shall not be mandatory.

Personnel called in who are subsequently required to act in a higher job classification shall be paid at the overtime rate assigned to their acting classification inclusive of their corresponding longevity.

The Fire Department shall maintain an overtime eligibility list which will be accessible by all department employees. An employee shall be called in rotation to fill vacancies so each employee will get their rightful turn. An employee shall maintain their overtime eligibility position until the employee accepts an overtime assignment. Following the acceptance of an overtime assignment, or upon the request of the employee, they shall be moved to the bottom of the overtime eligibility list.

Telephone Contact: Personnel shall be called at the telephone

number listed on the Fire Department roster as their home phone number. Allow the phone to ring at least seven (7) times.

Personal Contact: Personnel may also be contacted in person or by phone at the Fire Stations. Every reasonable effort shall be exercised when making contact by phone, allowing the telephone to ring seven (7) times.

Contact shall be made with the employee being called and a "YES" or "NO" answer obtained from the employee being called. In the event that the employee cannot be personally contacted by phone, whoever answers the telephone shall be informed of the nature of the call.

### **Section 9.3. Remedy for Improper Distribution of Overtime.**

In the event that employee(s) with priority for an overtime assignment is passed over, the remedy for such loss shall be as follows:

- (a) The employee(s) entitled to the remedy shall be the employee(s) at the top of the list who would have received the overtime assignment (i.e. if there is one overtime opportunity, the top employee on the list is entitled to the remedy; if two overtime opportunities are involved, the remedy goes to the top two employees, etc.).
- (b) The employer shall assign the passed over employee(s) an appropriate number of hours at the next available overtime opportunity provided, if such overtime assignment does not become available within sixty (60)

days from the date of the violation, the employer shall pay the employee(s) for the lost overtime assignment at the employee's overtime rate.

- (c) After the passed over employee has received either of the remedies described in paragraph (2), they shall be placed in the position on the overtime list that restores them to their original priority, had they not been passed over. Further, the position of the employee assigned overtime out of priority shall also be adjusted to correspond to their original priority had they not been assigned overtime out of proper priority (i.e. below the employees who were originally listed above them).

## **ARTICLE 10 OVERTIME PAY**

### **Section 10.1. Coverage.**

Any time an employee covered by this Agreement is required to work longer than their assigned tour of duty, they will receive one and one-half (1½) times their regular straight time hourly rate of pay on each such occasion for hours worked in excess of their normal tour of duty.

The straight hourly rate for employees shall be calculated by dividing their annual salary by their regularly scheduled annual hours of work. For shift and 40-hour employees the annual hours of work shall be as indicated in Section 7.1 Hours of Work.

### **Section 10.2. Conditions for Overtime Assignments.**

The following rules shall govern overtime assignments:

- (a) An employee is not to be denied overtime pay because they are in the station (as opposed to being out on assignment);
- (b) A minimum of one-half ( $\frac{1}{2}$ ) hour overtime shall be paid to any employee spending over fifteen (15) minutes beyond the end of their regular tour of duty;
- (c) For all time worked thereafter, an employee's overtime shall be calculated to the nearest tenth of an hour;
- (d) Employee's overtime shall begin when the employee reports to the station where they are normally assigned.
- (e) Forty-hour employees' overtime shall be calculated on a seven-minute rule that is rounded to the nearest quarter hour.

### **Section 10.3 Special Event Staffing.**

Special events are defined as events that are not part of the daily staffing assignments. In the event there is a special event which requires additional personnel other than on-duty staff for the event the parties agree to deviate from the normal call-in procedures outlined in this agreement.

1. All employees currently on the OT lists are eligible to work these assignments.
2. The parties acknowledge an existing past practice that Engineers and Captains do not staff the ambulance when they accept an overtime assignment. However, while this past practice still exists and is in full force and effect, the parties have now bargained a deviation from that past practice for special events only. This seeks to keep the placement of

Captains and Engineers the same when they take overtime to staff a regular shift (non-assignment on the ambulance) while establishing an agreement between the parties solely for special events.

3. Any person who accepts the OT for the event will be utilized at the event and only be substituted for a shift assignment due to staffing needs.
4. Each in-service ambulance shall be staffed with a minimum of two employees. Staffing shall comply with all applicable Illinois Department of Public Health requirements and McLean County EMS System regulations and guidelines, which generally require that at least one provider be licensed at or above the EMS level of the vehicle.
5. Employees should be called for OT regardless of rank.
6. At time of call, the employee shall be notified that the OT assignment is for a special event.
7. If neither person called back for an event holds an ALS provider license, and an ALS ambulance needs to be staffed, an ALS provider from the on-duty shift will be substituted to meet the required licensure.
8. If the call-ins for the event have sufficient licensure to staff the unit, no personnel shall be substituted from the on-duty shift.
9. These special events are not forecasted to be intensive assignments. Therefore, for these events, the maximum consecutive hours section of the CBA shall not apply to employees who take the special events overtime. However,

an employee shall not be forced to exceed the maximum consecutive hours outlined in the CBA.

For large scale events (example: Tailgate and Tallboys) the following conditions shall apply:

10. Both parties must agree said event meets the criteria of a large-scale event which would allow for deviation from the normal call-in procedure.
11. Both parties must meet and mutually agree upon the call-in procedure for said event.
12. At any time, either party can suspend or discontinue discussion on said procedure and the normal call-in process will be followed.
13. A written copy of the procedure for the said event must be agreed upon by both parties prior to implementation.

### **ARTICLE 11 ACTING PAY**

To the extent that Article 11 Acting Pay and Section 7.4 Trades of the CBA between the parties are in conflict, Article 11 shall control.

When an employee covered by this Agreement is required to work in excess of four (4) hours in a higher paying job classification, they will receive the appropriate higher rate of pay; acting pay will be calculated to the nearest tenth of an hour. The employee will continue to receive the appropriate higher rate of pay for as long as they are continually in the higher paying job classification. Employees acting while on overtime assignment shall be compensated at the overtime rate assigned to the position the employee is working in.

The following guidelines for distribution of acting time are intended to provide a uniform method for determining acting assignments. These are intended to be used as guidelines only. The Battalion Chief is not restricted from varying from these guidelines when necessary to meet the operational needs of the Department.

- 1) Acting Engineer position shall be filled by moving up the back-up driver assigned to that station to the driving position. If the back-up driver is unavailable because of absence or assignment to another acting position, a Fire Fighter assigned to that station will be moved up with preference given on the basis of seniority.
- 2) Acting Captain positions shall be filled by moving up an employee normally assigned to that shift who is on the Acting Captain eligibility list and has a minimum of six (6) years of fire suppression service with the Bloomington Fire Department. Preference shall be given to the on shift employee who appears highest on the Acting Captains eligibility list. If there is no employee on duty normally assigned to the shift working that day who appear on the Acting Captain Eligibility List, the acting time will be offered to an employee not normally assigned to the shift working that day that is the highest on the Acting Captain Eligibility List and has a minimum of six (6) years of fire suppression service with the Bloomington Fire Department. When there are no employees working that day that appear on the Acting Captain Eligibility List, the senior on shift employee normally assigned to the station and shift where the acting time occurred with a minimum of six (6) years, will receive the acting time. If no employee meets the requirements to act from normally

assigned personnel to the station and shift, it shall go to the senior employee with a minimum of six (6) years on trade, overtime or debit days. working at the station where the acting time will occur will receive the acting time. If no employee meets the six (6) year requirement at the station where the acting time will occur, it shall go to the senior employee working normally assigned to the shift.

The Acting Captains list shall be established at the completion of the Captains promotional process. The Acting Captains list will include all individuals that participated in the entire Captain's promotional process. The list will mirror the Captains Eligibility list for promotion, but will also include individuals that were eliminated from further consideration because they did not achieve the minimum 70% of the final composite score necessary to be eligible for promotion.

This Acting Captains list will be maintained for the same period of time as the final Captain Eligibility List. Military points may not be used for those individuals who do not appear on the final Captain's Eligibility list. The Acting Captain's list is for distribution of acting time only and not for promotional purposes. The intent is to give those individuals that are participating in the promotional process additional experience.

- 3) Acting Battalion Chief positions will be filled by an employee normally assigned to that shift who is on the Acting Battalion Chief Eligibility List, with preference given to the highest-ranking available employee on that list. If no eligible employee normally assigned to the shift is on duty, the position will be

offered to the highest-ranking available employee on the list who is working that day but is not normally assigned to the shift. If no employee on duty is on the list, the senior Captain normally assigned to the shift, with no declination to act, will be assigned. If no such Captain is available, the assignment will go to the senior Captain working trade time, overtime, or a debit day. If no officers on duty meet the above criteria (due to all having declinations on file), the Captain with the most time in grade who is working that day will be assigned to meet the operational needs of the Department.

The Acting Battalion Chief list shall be established at the completion of the Battalion Chiefs promotional process. The Acting Battalion Chiefs list will include all individuals that participated in the entire Battalion Chief's promotional process. The list will mirror the Battalion Chiefs Eligibility list for promotion, but will also include individuals that were eliminated from further consideration because they did not achieve the minimum 70% of the final composite score necessary to be eligible for promotion.

This Acting Battalion Chiefs list will be maintained for the same period of time as the final Battalion Chief Eligibility List. Military points may not be used for those individuals who do not appear on the final Battalion Chief's Eligibility list. The Acting Battalion Chief's list is for distribution of acting time only and not for promotional purposes. The intent is to give those individuals that are participating in the promotional process additional experience.

A Captain acting as a Battalion Chief shall receive one (1) hour of overtime pay with respect to each such occasion, in lieu of Acting Pay. For purposes of this Article, the word "occasion" is construed to mean a twenty-four (24) hour period. If a person acts in the acting

position for less than a twenty-four (24) hour period, or shift, then that person would receive an appropriate portion of the one hour's pay. Example: A person acts as Battalion Chief for twelve (12) hours, then they would receive one-half ( $\frac{1}{2}$ ) hour overtime pay.

Employees are allowed to sign a declination to act form, which states their intention to not act in a capacity outside of their regular assignment. This form lasts until rescinded by the request of the decliner, with a minimum of two (2) months after the original signature. By refusing to act on the individual's regular duty shift, it will also be interpreted as refusing to act on any shift, which will include call back time or time while on a trade of duty shift with another. However, employees who are on an eligibility list may not decline to act.

If an employee is not permitted to work in a higher paying job classification for the reason that, in the City's opinion, the employee does not have the necessary qualifications to work in such higher classification, the employee will be informed in writing of the reasons why, in the City's opinion, they are not qualified to so act, together with recommendations by the City of remedial actions which must be taken by the employee before the City will permit the employee to act in a higher paying job classification.

Employees shall not be moved from their assigned station to act up unless it is necessary to meet the operational needs of the department.

At the discretion of the Fire Chief, a Captain may be temporarily assigned to act as a Deputy Chief. If a Captain is acting as a Deputy Chief in a 40-hour position, one (1) hour acting pay (OT) will be paid for each eight (8) hour workday. The employees' leave will be converted in accordance with the contract. Overtime will be paid for hours worked outside the employee's normal workday in accordance with Section 10.2 Conditions for Overtime Assignments. The Acting

Deputy Chief will be ineligible for shift overtime assignments except an “all call” and shall be ineligible to trade shifts with employees. Temporary assignments to Deputy Chief are not to exceed 180 calendar days.

## **ARTICLE 12 DUTIES, SECURITY AND WORK RULES**

### **Section 12.1. Normal Duties.**

No employees covered by this Agreement shall be required to perform any duties except those directly associated with: firefighting, EMS, fire prevention, maintenance of firefighting equipment excluding maintenance of such portions of vehicles as are common to all motor vehicles, and such other duties as are necessary in the operation of the Fire Department;

No employee shall be used for the purpose of fighting fires unless such person has been certified as a Firefighter II or Basic Operations Firefighter by the Illinois Office of the State Fire Marshal (OSFM), except in the event of an emergency requiring the use of more personnel than available by using only such certified employees.

No employee shall be allowed to operate a Fire apparatus or ambulance alone without a Class B non-CDL license or greater unless required for an emergency. Employees with a learner’s permit shall be supervised unless it is required for an emergency situation. An example includes a natural disaster and no one holding a non-CDL Class B is available on scene to drive the apparatus.

### **Section 12.2. Workday.**

Unless necessary for the operational and/or training needs of the department, the City shall not schedule in excess of 10 hours of duties and/or training per 24 hour shift. In addition, the City shall not

schedule duties and/or training before 07:00 or after 19:00, or between the hours of 12:00 and 13:30 unless necessary for the operational and/or training needs of the department. During periods of scheduled activities and/or when performing activities directed by a supervisor, employees shall direct their full attention to those activities.

During periods when employees are not performing activities directed by a supervisor, and there are no scheduled duties or activities, employees may engage in personal activities which are not in violation of any existing policy, rule or regulation as outlined in Section 14.6 Code of Conduct and Disciplinary Actions. Examples of personal activities shall include but not be limited to: watching television, using cell phones, personal projects (but not outside employment except for miscellaneous calls), reading, studying, sleeping, showering, etc. The City shall not enact or modify any policy, rule, or regulation which limits bargaining unit employees' ability to engage in personal activities if such change would violate the bargaining unit's rights to decisional bargaining and/or impact bargaining under the Illinois Labor Relations Act.

Any dispute as to whether such change would violate the bargaining unit's rights to decisional bargaining and/or impact bargaining shall be settled through the Grievance Procedure as outlined in Article 14.

### **Section 12.3. Outside Employment.**

Employees shall not use their position with the Department to solicit, secure or seek special consideration for outside employment.

**Section 12.4. Parking of Personal Vehicles.**

Employees will be provided space to park a personal vehicle while on duty. This vehicle must fit in a designated parking space. Employees will be permitted to clean and perform minor maintenance on personal vehicles inside the fire station. Any personal vehicle brought inside a fire station must remain in operable condition with the ignition keys readily accessible so that it may be immediately removed under its own power. If an employee brings a vehicle with a trailer to work, the trailer must fit in a designated parking space.

**Section 12.5. Department Consumables.**

Employees shall not utilize any consumable product or materials for personal use which is owned or purchased by the City.

**Section 12.6. Personal Cell Phones.**

Employees shall not use cell phones while on duty in a manner that interferes with the operation of the Department.

**Section 12.7. Computer and Internet Use.**

Employees shall comply with all rules and/or regulations enacted by the City on computer and/or internet use.

**ARTICLE 13 LONGEVITY PAY**

The salary schedule attached as Appendix A-D incorporates the following longevity pay schedule:

After 5 years	5% additional
10 years	7% additional
15 years	9% additional

20 years      14% additional

25 years      15% additional

## **ARTICLE 14 GRIEVANCE PROCEDURE**

### **Section 14.1. Definition and Procedure.**

A grievance is a dispute or difference of opinion involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

**STEP 1:** Any employee who has a grievance shall submit it to the Chief, provided that said grievance shall be in writing and signed by the aggrieved firefighter and the appropriate Union Steward. The Chief shall give their written answer within ten (10) business days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director or their designee within ten (10) business days after the Chief's answer in Step 1. A meeting between the Human Resources Director, or their representative, and the Union Steward shall be held within ten (10) business days. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Human Resources Director, or their representative, and the Union. If no settlement is reached the Human Resources Director, or their representative, shall give the City's written answer to the

Union within ten (10) business days following the meeting.

### **Section 14.2. Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) business days, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Both the City and the Union shall have the right to reject one (1) list before striking any names. The Union and the City shall alternately strike names, the party losing a coin toss striking the first name, the other party striking a name, until one (1) name remains, and that person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the City and the Union requesting that they set a time and a place, subject to the availability of the City and Union representatives.

### **Section 14.3. Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to them in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to them. The arbitrator shall be without power to make decisions

contrary to or inconsistent with or modifying or varying in any way superseding State or Federal laws. The arbitrator shall submit in writing their decision within sixty (60) days following close of the hearing, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding.

**Section 14.4. Expenses of Arbitration.**

Each party shall pay expenses, fees and compensation of its own representatives and witnesses. The fee and expenses of the arbitration shall be borne equally by the City and the Union. The entire cost of a written transcript of the arbitration proceedings shall be paid by the party requesting it; such party shall provide the other party with a copy of the transcript at no charge.

**Section 14.5. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal

the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday, exclusive of Saturday, Sunday, and Holidays.

#### **Section 14.6. Code of Conduct and Disciplinary Actions.**

The written Code of Conduct, in effect on October 14, 2025, will be observed by the employees covered by this Agreement. If said Code of Conduct is changed, modified, or revised, the City will give the Union and the employees covered by this Agreement notification in advance of the effective date of any such proposed modifications.

All disciplinary actions, to include suspensions and dismissal, may be grieved in accordance with the grievance and arbitration provisions of this Agreement. Grievances involving disciplinary suspensions and terminations shall be filed at Step 2.

Further, it is agreed that the grievance provisions of Article 14 and the Board of Fire and Police Commissioners appeals procedure are mutually exclusive and that no relief shall be available under Article 14 with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners; and no relief shall be available under the Board of Fire and Police Commissioners appeals process to any matter which, at the employee's option, is appealed to the grievance arbitration procedures of Article 14 of this Agreement. Disciplinary actions involving the interpretation or application of the written Code of Conduct are subject to the grievance and arbitration procedure set forth in this Agreement.

Differences of opinion concerning the interpretation or application of the Code of Conduct or City of Bloomington Employee

Handbook which directly affect the working conditions of employees covered by this Agreement may be processed as grievances under the grievance procedure set forth herein.

**Section 14.7. Meetings Between the Parties.**

At least once every three (3) months the Union Executive Board, the Chief, and Deputy Chiefs, with or without the City Manager, shall meet at a mutually agreeable time and place to exchange views and discuss matters of mutual concern, including but not limited to safety issues. Prior to any permanent departmental change, the Union shall be notified in writing and a meeting of the parties can be arranged to discuss the change prior to implementation. This Section shall not be applicable to any matter that is the subject of the grievance that is being processed pursuant to the grievance procedure set forth herein.

**ARTICLE 15 NO STRIKE AND NO LOCKOUT**

**Section 15.1. No Strike.**

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

**Section 15.2. No Lockout.**

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 16 MANAGEMENT RIGHTS**

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations, provided that the exercise of discipline to enforce such rules and regulations shall be for just cause; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

### **ARTICLE 17 GROUP INSURANCE**

The City of Bloomington provides more than one health plan for the employees in Local 49. Since more than one plan is offered, the City will provide an annual period during which employees may choose to switch between health plans.

Employees covered under this Agreement may, select coverage under the Enhanced PPO Plan or the Health Maintenance Organization (HMO) Plan. One of these plans shall be designated as the base plans for the purpose of PSEBA benefits and any employee receiving PSEBA benefits may choose either plan in any appropriate open enrollment period.

- a) The City agrees to pay for all full-time employees 75% of the premium for single, employee-plus one and family coverage.

(Example of Family Coverage Formula: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

- b) The City will offer a group dental insurance plan to the employees in Local 49. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage.
- c) The City will offer a group vision insurance plan to the employees in Local 49. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- d) In the event the City offers a Health Saving Account (HSA) eligible PPO plan to the employees in Local 49, the City reserves the exclusive right to change carriers, alter or amend the plan design, change the seed contribution or discontinue the HSA plan. The current PPO and HMO plans shall remain in effect for the optional PPO with HSA insurance plan to be offered. No changes in the level of benefits shall be made to other existing plans except by mutual agreement of the parties.
- f) The parties agree during the term of the agreement in the event there is a health care excise tax implemented on high cost health coverage that the parties will meet and discuss the impact of such tax if there is anticipated to be a tax in the subsequent plan year. The parties will agree to meet within ten (10) calendar days of the City providing such notice to the

Union. It is further acknowledged that both parties have a shared financial responsibility, and it is in both sides best interest to agree to plan design changes to avoid the tax liability or to agree upon the tax distribution between the parties. If both sides cannot come to a mutual agreement within 60 calendar days of their first meeting than either side has the right to utilize interest arbitration under Section 14 of the IPLRA.

### **ARTICLE 18 UNION BUSINESS**

Union officers and stewards may conduct Union business involving the processing of grievances, contract administration and related activities on duty without loss of pay in accordance with current practice, provided such activities are carried out in a manner that does not interfere with the performance of assigned duties. Meetings of the general membership of the Union shall not be scheduled before 6:00 p.m. or without prior notice to the Chief or their designee. Meetings of officers, stewards and committees may be scheduled at any time provided that such activities are carried out in a manner that does not interfere with the performance of assigned duties. The Union shall be allowed to utilize the video conferencing system at the Fire Stations. Non-bargaining unit employees shall not monitor Union business.

The Union shall be provided with one hundred and twenty (120) hours of paid Union leave per calendar year to be used by their Officers and Stewards. Such time shall be used for the attendance of labor-related training, seminars and conventions selected by the Union. The Union shall give as much advance notice as is practicable that such employees will be utilizing such paid leave. The Union may carry over up to 120 hours of paid union leave into the following

calendar year which would result in a bank not to exceed 240 hours.

## **ARTICLE 19 MILITARY LEAVE**

The City shall allow time off duty for the purpose of attending mandatory training as a part of armed forces reserve activities. For compensation purposes, the City shall:

- (a) fully compensate for time away from duty the maximum seven (7) twenty-four (24) hour shifts or fourteen (14) twelve (12) hour slots, or any combination of twelve (12) and twenty-four (24) hour slots up to a maximum of one hundred sixty-eight (168) hours off duty annually;
- (b) fully compensate for time away from duty to a maximum of fifteen (15) eight (8) hour days annually for those assigned to a forty (40) hour week;
- (c) fully compensate an employee of the armed forces reserve for up to one calendar year if called back to active duty.

The calculations for off duty time shall run on a calendar year basis.

## **ARTICLE 20 PERSONNEL RECORDS**

### **Section 20.1. Inspection.**

Personnel files may be inspected by the employee during normal business hours up to two (2) times per calendar year. Employees who wish to review their file must complete the appropriate form and schedule an appointment with Human Resources. Files will be made available within seven (7) business days of the request. Files which may be inspected include any

personnel records maintained by the City of Bloomington. Copies of contents may be requested by employees and the first 10 pages per inspection shall be furnished at no cost to the employee. Additional copies will be provided at the rate established by the City Clerk for public records. The City may establish reasonable rules to ensure materials are not removed or altered.

**Section 20.2. Removal of Adverse Material.**

After two (2) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to the Chief by the individual employee, remove all such documents from the employee's official file which is kept by Human Resources. Removed documents will be kept only for the purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivations of civil rights. Such files shall be maintained by and access limited to Legal Department staff.

**ARTICLE 21 RESIDENCE REQUIREMENTS**

Employees covered by the Agreement shall be required to reside within the State of Illinois. Employees shall provide the Fire Department and update the Employee Self Service with a current address within one (1) week of any change of residence.

**ARTICLE 22 REQUIRED MEDICAL EXAMS**

**Section 22.1. Physical & Mental Fitness.**

It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing

his/her job. Whenever the Fire Chief has just cause to suspect that the physical or mental condition of an employee is endangering his/her own health or the safety of fellow workers, the employee may be directed to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his/her fitness for duty relative to City employment.

### **Section 22.2. Psychological, Psychiatric, &, Physiological Evaluation.**

No employee shall be required to undergo psychological, psychiatric, or physiological evaluation unless the Employer has just cause to believe the employee is then unfit for duty. The Employer shall set forth the basis for such just cause orally and in writing, to the employee at the time the employee is ordered to undergo such evaluation, including relevant objective facts and subjective reasoning that forms the basis for the Employer's belief that the employee is then unfit for duty, provided that written documentation of the basis for the order may be submitted within twenty-four (24) hours of the date of the order, if it is not practical to do so at the time of the order is issued.

Employees shall have the right to Union representation, if a representative is available, when being informed of the need for evaluation, and shall have the right to secure similar evaluations at their own expense from psychiatrists, psychologists, or physicians of their own choosing. The City and the employee shall only utilize the services of qualified, certified medical doctors, psychiatrists, or psychologists. The employee shall be given a copy of any and all information, reports, and opinions that are provided the City as a result of such evaluation. Employees fitness for duty shall be measured and determined by bona fide occupational qualifications.

## **ARTICLE 23 TOBACCO USE**

There shall be no smokeless tobacco use on Fire Department property or in Fire Department vehicles except that smokeless tobacco use is permitted on the apparatus floor of each station and outside on station grounds.

There shall be no smoking on Fire Department property in violation of the City Smoking Ordinance or applicable State Law. The City of Bloomington shall erect a smoking shelter at each fire station.

## **ARTICLE 24 POSITION ASSIGNMENTS**

### **Section 24.1. Position Bidding.**

All employees with two or more years of seniority who are assigned to suppression shifts may bid for position assignments, with bidding conducted by seniority on the shift to which they are assigned by the Fire Chief. Employees hired after April 1, 2023, must have at least two years of seniority and hold a paramedic license to be eligible to bid. If an employee obtains a paramedic license after the bid cycle has started, they will not be eligible to participate until the next cycle. Once licensed, seniority for bidding purposes will be based on the employee's original hire date.

### **Section 24.2. Firefighters.**

Annually on January 1<sup>st</sup>, non-probationary employees with at least two years seniority in the job classification of Firefighter shall be assigned to positions which they have bid on the basis of seniority on the shift to which they are assigned. Employees may only bid positions for which they have the qualifications to fulfill. Any permanent vacancies which occur during the course of the year shall be filled at the discretion of the Fire Chief.

### **Section 24.3. Backup Drivers.**

Annually on January 1<sup>st</sup>, employees in the job classification of backup drivers shall be assigned to positions which they have bid on the basis of seniority on the shift to which they are assigned.

Any permanent vacancy of less than six (6) months shall be filled by the senior firefighter assigned to the station at which the vacancy occurs.

Any permanent vacancy of six (6) months or more shall be filled by the senior firefighter on the shift where the vacancy occurs.

### **Section 24.4. Engineers.**

Annually on January 1<sup>st</sup>, employees in the job classification of Engineer shall be assigned to positions which they have bid on the basis of seniority on the shift to which they are assigned. For anyone assigned to the position of Engineer after May 1, 2009, seniority shall be defined as time served as an Engineer with the Bloomington Fire Department.

All employees bidding for the first time on Engineers positions must have obtained a State of Illinois Certified Fire Apparatus Engineer Certification. If the next senior Firefighter has not obtained the State of Illinois Certified Apparatus Engineer certification, then they shall be enrolled in the next available FAE class in order to obtain the certification. Any employee who passes the class but fails to obtain FAE certification because he failed to complete the necessary paperwork within the required time period set by the Office of the State Fire Marshall, shall bear all costs, including time off, associated with attending the class a second time. This limitation does not apply to employees who fail the class.

Additionally, all employees bidding for the first time ARFF Engineer's positions must have completed a FAA approved forty

(40) hour basic ARFF training course, or shall complete the course during the first year of duty as an ARFF Engineer.

Any permanent vacancy of less than six (6) months shall be filled by the backup driver assigned to the station at which the vacancy occurs.

Any permanent vacancy of six (6) months or more shall be filled by the senior employee below the position of Engineer on the department, within sixty (60) calendar days of the vacancy.

### **Section 24.5. Officers.**

Annually on January 1<sup>st</sup>, employees in the job classification of Captain shall be assigned to positions which they have bid on the basis of seniority (time in grade), on the shift to which they are assigned.

### **Section 24.6. Temporary Reassignment.**

Nothing in this section shall restrict the discretion of the Fire Chief or Battalion Chief to reassign employees to different assignments, provided such reassignment is made on a temporary basis in order to fill a vacancy which was created as the result of a temporary absence from work by another employee.

### **Section 24.7 Daily Assignment Order.**

The following shall be used in regard to filling the Captain and Engineer ranks:

- Priority 1: Engineer/Captain assigned to the on-duty shift
- Priority 2: Engineer/Captain working trade time within their respective ranks.
- Priority 3: Engineer/Captain working Debit Day.
- Priority 4: Engineer/Captain working shift overtime.

## **Section 24.8 EMT Basic Staffing.**

A maximum of one (1) EMT-Basic shall be assigned per 24-hour shift for each in-service ambulance as part of a regular 24/72 shift rotation. In addition to this assignment limit, no more than one (1) additional EMT-Basic may be assigned per 24-hour shift for debit day, trade time, or overtime purposes. This limit may be exceeded only when a mid-year vacancy results in more than one EMT-Basic being assigned to a debit day cycle, consistent with Article 7.3 Debit Days.

If additional ambulances or fire apparatus are placed in service above the established minimum daily staffing levels, additional EMT-Basics may be assigned. Staffing shall comply with all applicable Illinois Department of Public Health requirements and McLean County EMS System regulations and guidelines, which generally require that at least one provider be licensed at or above the EMS level of the vehicle.

Examples:

- If there are four (4) in-service ambulances, there may be up to four (4) EMT-Basics regularly assigned to the shift. One (1) additional EMT-Basic may be assigned for debit day, trade time, or overtime purposes, bringing the maximum allowable EMT-Basics for that shift to five (5).
- If there are five (5) in-service ambulances, there may be up to five (5) EMT-Basics regularly assigned to the shift. One (1) additional EMT-Basic may be assigned for debit day, trade time, or overtime purposes, bringing the maximum allowable EMT-Basics for that shift to six (6).

EMT-Basics shall be assigned to available vacancies in order of seniority, except when completing required training. If the number of EMT-Basics exceeds the number of vacancies, the remaining EMT-Basic(s) shall be assigned to a station by seniority. In such cases, the

least senior member may be displaced from a fire apparatus.

The parties agree to meet and negotiate any changes to staffing or deployment models during the term of this agreement. No changes shall be made until the conclusion of bargaining through impasse procedures of the IPLRA.

## **ARTICLE 25 PROMOTIONAL PROCESS**

### **Section 25.1. General Provisions.**

This agreement shall provide for promotion to Fire Department positions of Captain and Assistant/Battalion Chief. Promotions shall be made on the basis of the criteria agreed upon by the parties. Vacancies, as defined in this agreement, shall be filled by promotion in accordance with the procedures contained herein. The promotion process shall be competitive among such eligible employees of the next lower rank who have elected to participate in this promotion process.

Upon request by the bargaining unit; all components of the testing process are subject to monitoring. The monitors shall be 2 in number and shall be selected by the bargaining unit, but may not be an employee of the department. They will not be able to interfere with the testing process, but will report any irregularities they may witness. The City may also elect to have as many as 2 impartial observers as well.

Vacancies shall be filled by appointment of employees in rank order as they appear on the final eligibility register.

The appointing authority has the right to pass over the top candidate on the list in the event there is significant evidence of shortcomings in the employee's ability to function as an Officer

or if misconduct on the part of the employee is noted. If the shortcoming persists and another opening develops, the employee may be passed over again and be removed from that list. This will not prohibit the employee from taking later exams and ultimately being appointed from another list. In the event that an employee is passed over, the Commission must document the reason why. Unless the shortcoming is not correctable, no employee may be passed over more than one time. Any dispute over the passing over of an employee or any other component of the promotional procedure may be brought before the Commission for resolution by decision of the Commission according to their rules and regulations.

The final eligibility register shall, unless exhausted, remain in force for three years from the date of posting and may not be vacated, replaced by or consolidated with a subsequent register. In the event the Commission elects to begin the process for determining a successor register prior to the expiration or exhaustion of a current register, the successor register shall not become effective prior to the expiration of, or the date on which the existing register is exhausted.

The following definitions apply to Article 25:

The word “Commission” and/or “Board” whenever used shall mean the Board of Fire and Police Commissioners of the City of Bloomington.

The term “Fire Department” and/or “Department” shall mean the City of Bloomington Fire Department.

The “parties” to this agreement are the City of Bloomington

and International Association of Fire Fighters Local 49.

The term “candidate” shall mean an employee covered under this agreement who elects to participate in a promotional testing process.

The term “preliminary list” shall mean the eligibility list compiled after the completion of all testing components and shall be posted for at least 30 days prior to the certification of the final eligibility register.

The term “register” shall mean the applicable final eligibility register.

A final eligibility register shall be “exhausted” when all persons on that register who are eligible for appointment have either been appointed or have refused appointment.

### **Section 25.2. Captain Promotional Process Eligibility.**

Only employees of the next lower rank who have the State of Illinois Office of the State Fire Marshall (OSFM) Fire Officer I certification or Company Fire Officer certification shall be eligible to participate in the promotional process for the rank of Captain.

Documentation of successful completion of the required curriculum must be submitted to the Fire Chief at least 45 days prior to the written exam. Candidates who do not provide the required documentation shall not be allowed to participate in the written examination. Acceptable documentation shall be an official transcript(s) from educational institutions, a copy of an official transcript(s) from the candidates training file or original certificates of completion or grade report from the issuing agency. It is the responsibility of each candidate to provide the appropriate

documentation. All candidates must submit educational documentation.

Should the required curriculum of the OSFM change, such changes will not become effective with respect to this agreement until after the expiration or exhaustion of the register(s) in effect at the time of the change.

### Vacancy.

A position within the bargaining unit shall be determined to have been vacated at the date and time an employee holding that position becomes unable or unavailable to perform the normal duties of that position.—Aand the circumstances causing the employee to be unable or unavailable to perform those normal duties have lasted or are expected to last at least one year.

Appointments to fill vacancies shall be made from the eligibility register in effect at the time the vacancy occurred. Only those employees with at least seven (7) years of fire suppression service with the Bloomington Fire Department shall be eligible for promotion.

### Administration.

The promotion process contained herein shall be administered by the Commission. The Commission shall have the authority to exercise such judgment and make such decisions necessary to administer the process contained herein, provided that exercise of that authority does not violate the express provisions of this agreement.

Except where indicated otherwise, disputes concerning the

meaning, interpretation, or application of the express provisions of this agreement shall be resolved in accordance with the grievance procedure contained in the parties' collective bargaining agreement. In all cases where a grievance is filed with respect to this promotional process, it shall be the grievant's responsibility for meeting the burden of proof with respect to any claim that an express provision of this agreement has been violated.

Components.

The following components and weights shall be used to establish applicable promotion eligibility registers:

Written Examination	30%
Assessment Center	30%
Seniority	20%
Education	10%
Chief's Points	10%

Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein.

Posting of Notification of Written Examination.

Notice of written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the examination.

Posting of Study Guide for Written Examination.

The study guide for the written examination shall be posted in all Fire Department facilities at least 90 days prior to the date

of the examination. The study guide shall include the names of all reference material and applicable chapters from which written questions are selected.

### Posting of Official Sign-up List.

There shall be an official written examination sign-up list posted at each Fire Department facility. The sign-up lists shall be posted at least 90 days prior to the date of the examination. Employees who wish to take the written examination must so indicate by signing one of the sign-up lists at least 45 days prior to the date of the examination. Employees who have not signed up at least 45 days prior shall not be allowed to take the written examination and shall not be eligible for participation in the remainder of the promotional process.

### Structure of the Written Examination.

The written examination shall consist of no fewer than 50 questions that call for specific answers, such as multiple choice, true/false, or matching format. Each question on the written examination shall have the same value.

### Grading of the Written Examination.

Upon completion, the written examination shall be graded on site and the preliminary score provided to the candidate. Prior to leaving the test site, the candidate shall sign a receipt indicating the candidate's score. This receipt shall only be an acknowledgment that the candidate was provided his/her test score and shall not indicate any other agreement on the part of the candidate. A list of scores of all candidates shall be posted in each Fire Department facility within 14 days of the

examination.

### Preliminary List.

Following the completion of the written examination, the official scores from each of the components shall be compiled to create a preliminary list. The preliminary list shall remain posted for at least 30 days and/or until any challenges to the written exam have been resolved. Candidates eligible for military points shall have 10 days from the posting of the preliminary list to apply for such points.

Eligible candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

### Review of Written Examination.

Candidates who have taken the written examination shall be provided with the opportunity to review the examination along with the correct answers within 14 days of the examination. The times, place and format of the review shall be as determined by the Fire Chief. Relief from duty shall not be provided to candidates choosing to participate in the written examination review. In the event the Fire Chief elects to provide for review of the written examination in a group format, two sessions, on successive duty shift days, shall be held.

### Challenges to the Written Exam.

Challenges or appeals concerning correct answers on the written examination shall be the exclusive jurisdiction of the

Fire and Police Commission. Decisions by the Commission shall be final and are not subject to appeal through the grievance procedure contained in the collective bargaining agreement.

The Commission's authority in such appeals shall be limited to affirming or invalidating any challenged or appealed question(s). If the Commission invalidates a question(s), no candidate shall receive credit for correctly answering the invalidated question(s). The total number of points possible on the written exam shall be reduced by the number of questions invalidated by the board.

Challenges or appeals must be filed within 30 days of the date of the exam by the designated bargaining unit representative. Individuals may not make challenges or appeals concerning correct answers on the written examination directly to the Fire and Police Commission.

The bargaining unit's choice of representation before the board shall not be restricted.

### Assessment Center.

The assessment center will be designed to test the candidate's ability to perform several of the functions of a Captain. It will include demonstrating the candidate's ability to handle administrative functions of the position, emergency mitigation functions and may include an oral interview. The assessment center will be designed and conducted by an impartial, independent firm contracted by the City. The Chief will serve as a resource to assure that the process is relevant to the position being assessed.

### Final Register.

A final eligibility register shall be posted after military points have been awarded and following the completion of any review and/or challenge of the written examination.

### Release from Duty.

On duty employees who have signed-up to take the written examination shall be released from duty to take the examination one hour prior to the start time of the exam and shall report back to duty immediately after completing the examination and receiving their examination score.

### Seniority Points.

Seniority points for candidates who have signed-up for the written exam shall be computed and posted at least 7 days prior to the written exam. A maximum of 20 points for 20 years of service shall be awarded. Points for employees with less than 20 years service shall be computed as follows. Seniority in days of service shall be determined by subtracting the employee's date of hire from the date on which the applicable current promotion list expires or was exhausted. A candidate's date of hire shall be adjusted to reflect any time not credited towards seniority as defined by the parties' collective bargaining agreement. The current promotion list shall be considered to have been exhausted on the date the last eligible person on that list received (or refused) an initial appointment to the applicable rank. Years of seniority shall be determined by dividing seniority in days of service by 365.25. Final value shall be rounded to 3 decimal places.

(Date of expiration or exhaustion of list - Employee date of hire)/365.25

Military Points.

Upon posting of the preliminary list, any candidate that qualifies for additional points due to military service will have 10 days to apply for military points. Points will not be awarded in the event that a candidate has received credit for military services a previous promotional process. Military points shall be calculated in compliance with Chapter 65 of the Illinois Municipal Code, Section 10-2.1-11. Awarding of these points provides the potential for a candidate to receive a score higher than 100, and are not considered a part of the total points calculation for the other components of the testing process.

Education Points.

Education points for candidates who have signed up for the written exam shall be computed and posted at least 7 days prior to the written exam. Candidates shall be eligible to receive up to 10 education points in accordance with the following schedule:

Associate Degree in Fire or EMS related - 10 Points

Bachelors degree in any field -10 Points

Associate Degree in any field - 5 Points

Candidates who wish to receive education points shall make application and submit required documentation to the Fire Chief at least 45 days prior to the written exam. Acceptable documentation for an associate or bachelor's degree shall be an original diploma

or an official transcript from the issuing institution. Acceptable documentation for other courses shall be an official transcript(s) from educational institutions or original certificates of completion or grade reports from the issuing agency.

### Chief's Merit Points.

The Fire Chief will have available for his assignment up to 10 points to be added to the other point criteria for the purpose of establishing promotional lists for the position of Captain. Although these points are at the discretion of the Chief, the Chief shall use the following process and criteria for the Chiefs consideration:

- 1) The Chief will hold individual interviews with all eligible candidates who have signed up to take the written examination.
- 2) When asked by a candidate, the Chief will meet with the candidate after the promotional process has been completed to discuss the points given and discuss with the candidate how to improve his or her point totals prior to the next promotional process.
- 3) Chief's Merit points for candidates who have signed up for the written exam shall be computed and posted at least 7 days prior to the written exam.

### Initial Appointment.

Initial appointment to fill vacant positions shall be made by the Fire Chief and shall be for a period of one year. During the initial appointment period the Chief may terminate an employee's appointment and return the employee to their

previous rank. Such termination of an initial appointment shall be made only when an employee has demonstrated substantial shortcomings in the performance of their duties. An employee who has an initial appointment terminated shall not be eligible for further appointment from the current register.

### Permanent Appointment.

Prior to the conclusion of the one year initial appointment, the Chief shall notify the Board if the Chief is not recommending permanent appointment to the applicable rank. Should the required curriculum of the OSFM change, such changes will not become effective with respect to this agreement until after the expiration or exhaustion of the register(s) in effect at the time of the change.

### Refusal of Initial Appointment.

Any employee whose name appears on a final eligibility register may decline appointment one time and still maintain their position on the register. Any employee who declines appointment a second time shall be disqualified from further consideration for appointment from that register.

## **Section 25.3. Asst. Chief/Battalion Promotional Process Monitoring.**

### Eligibility.

Only employees holding the rank of Captain shall be eligible to participate in the promotional process for promotion to the rank of Assistant/Battalion Chief. Those applying must have received

an Associates Degree in Fire or EMS related field or a bachelor's degree in any subject. They must also hold a State of Illinois Office of State Fire Marshal (OSFM) certified Fire Officer II or Advanced Company Officer to be eligible to participate.

Documentation of successful completion of the required degree and certification must be submitted to the Fire Chief at least 45 days prior to the written exam. Applicants who do not provide the required documentation shall not be allowed to participate in the promotion process. Acceptable documentation shall be an official transcript(s) from educational institutions, a copy of an official transcript(s) from the candidates training file. It is the responsibility of each candidate to provide the appropriate documentation. All candidates must submit educational documentation.

### Vacancy.

A position vacancy for Assistant/Battalion Chief shall be determined to have occurred at the date and time an employee holding that position becomes unable or unavailable to perform the normal duties of that position and the circumstances causing the employee to be unable or unavailable to perform those normal duties have lasted or are expected to last at least one year.

Appointments to fill vacancies shall be made from the eligibility register in effect at the time the vacancy occurred. Only those employees who have served with the Bloomington Fire Department at the rank of Captain for three (3) years shall be eligible for promotion.

In the event no employee on the eligibility register meets the three (3) year requirement, appointments may be made, from among employees on the final eligibility list in accordance with the CBA who have successfully completed the one-year initial appointment contained within Section 25.2 of the CBA.

Administration.

The promotion process contained herein shall be administered by the Commission. The Commission shall have the authority to exercise such judgment and make such decisions necessary to administer the process contained herein, provided that exercise of that authority does not violate the express provisions of this agreement.

Except where indicated otherwise, disputes concerning the meaning, interpretation, or application of the express provisions of this agreement shall be resolved in accordance with the grievance procedure contained in the parties' collective bargaining agreement. In all cases where a grievance is filed with respect to this promotional process, it shall be the grievant's responsibility for meeting the burden of proof with respect to any claim that an express provision of this agreement has been violated.

Components.

The following components and weights shall be used to establish applicable promotion eligibility registers:

Written Examination	35%
Assessment Board	40%
Time in Grade	10%
Chiefs Points	15%

### Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein.

### Posting of Notification of Written Examination.

Notice of written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the written examination.

### Posting of Study Guide for Written Examination.

The study guide for the written examination shall be posted in all Fire Department facilities at least 90 days prior to the date of the examination. The study guide shall include the names of all reference material and applicable chapters from which written questions may be selected.

### Posting of Official Sign-up List.

There shall be an official written examination sign-up list posted at each Fire Department facility. The sign-up lists shall be posted at least 90 days prior to the date of the examination. Employees who wish to take the written examination must so indicate by signing one of the sign-up lists at least 45 days prior to the date of the examination. Employees who have not signed up at least 45 days prior shall not be allowed to take the written examination and shall not be eligible for participation in the remainder of the promotional process.

### Structure of the Written Examination.

The written examination shall consist of no fewer than 50 questions that call for specific answers, such as multiple choice, true/false, or matching format. Each question on the written examination shall have the same value.

### Grading of the Written Examination.

Upon completion, the written examination shall be graded on site and the preliminary score provided to the candidate. Prior to leaving the test site, the candidate shall sign a receipt indicating the candidate's score. This receipt shall only be an acknowledgment that the candidate was provided his/her test score and shall not indicate any other agreement on the part of the candidate. A list of scores of all candidates shall be posted in each Fire Department facility within 14 days of the examination.

### Preliminary List.

Following the completion of the written examination, the official scores from each of the components shall be compiled to create a preliminary list. The preliminary list shall remain posted for at least 30 days and/or until any challenges to the written exam have been resolved. Candidates eligible for military points shall have 10 days from the posting of the preliminary list to apply for such points.

Eligible candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

### Review of Written Examination.

Candidates who have taken the written examination shall be provided with the opportunity to review the examination along with the correct answers within 14 days of the examination. The time, place and format of the review shall be as determined by the Fire Chief. Relief from duty shall not be provided to candidates choosing to participate in the written examination review. The Fire Chief may elect to provide for review of the written examination in a group format.

### Challenges to the Written Exam.

Challenges or appeals concerning correct answers on the written examination shall be the exclusive jurisdiction of the Commission. Decisions by the Commission shall be final and are not subject to appeal.

The Commission's authority in such appeals shall be limited to affirming or invalidating any challenged or appealed question(s). If the Commission invalidates a question(s), no candidate shall receive credit for correctly answering the invalidated question(s). The total number of points possible on the written exam shall be reduced by the number of questions invalidated by the board.

Challenges or appeals must be filed within 30 days of the date of the exam by the candidate. Candidates must make challenges or appeals concerning correct answers on the written examination directly to the Commission.

### Final Register.

A final eligibility register shall be posted after military points have been awarded and following the completion of any review and/or challenge of the written examination.

### Release from Duty.

On duty employees who have signed-up to take the written examination shall be released from duty to take the examination one hour prior to the start time of the exam and shall report back to duty immediately after completing the examination and receiving their examination score.

### Chief's Merit Points.

The Fire Chief will have available for his assignment up to 15 points to be added to the other point criteria for the purpose of establishing the promotional list for Assistant/Battalion Chief. These points are at the discretion of the Chief. Chief's Merit points for candidates who have signed up for the written exam shall be computed and posted at least 7 days prior to the assessment center.

### Time in Grade Points.

Time in Grade points for personnel who have signed up for the promotional process shall be computed and posted at least 7 days prior to the assessment center. A maximum of 10 points for 10 years of service as a Captain shall be awarded. Points for candidates with less than 10 years as a Captain shall be computed as follows: Time in Grade in days of service shall be determined by subtracting the employee's date of appointment as Captain from the date on which the

applicable current promotion list expires or was exhausted. For the initial list, the date of the written examination will be used for this calculation. A candidate's Time in Grade shall be adjusted to reflect any time not credited towards seniority while a Captain as defined in the collective bargaining agreement between the City and Local # 49. A promotion list shall be considered to have been exhausted on the date the last eligible person on that list received (or refused) an initial appointment to the rank of Assistant/Battalion Chief. Final values shall be rounded to 3 decimal places.

(Date of expiration of exhaustion of list - Date appointed Captain)/365.25

### Assessment Center.

The assessment center will be designed to test the candidate's ability to perform several of the functions of an Assistant/Battalion Chief in the capacity of Battalion Chief. It will include demonstrating the candidate's ability to handle administrative functions of the position, emergency mitigation functions and may include an oral interview. The assessment center will be designed and conducted by an impartial, independent firm contracted by the City. The Chief will serve as a resource to assure that the process is relevant to the position being assessed.

### Order of Component Scoring.

1. Chief's Points
2. Calculation of Time in Grade Points
3. Assessment Center
4. Written Examination

Candidates will be allowed to participate in all elements of the promotional process regardless of the score of any one component. A final composite score of 70 must be achieved to be included on the preliminary eligibility list.

### Military Points.

Upon posting of the preliminary list, any candidate that qualifies for additional points due to military service will have 10 days to apply for military points. Points will not be awarded in the event that a candidate has received credit for military services a previous promotional process. Military points shall be calculated in compliance with Chapter 65 of the Illinois Municipal Code, Section 10-2.1-11. Awarding of these points provides the potential for a candidate to receive a score higher than 100, and are not considered a part of the total points calculation for the other components of the testing process.

### Initial Appointment.

Initial appointment to fill vacant positions shall be made by the Commission and shall be for a period of one year. During the initial appointment period the Chief may request the Commission to terminate an employee's appointment and return the employee to their previous rank. Such termination of an initial appointment shall be made only when an employee has demonstrated substantial shortcomings in the performance of their duties. An employee who has an initial appointment terminated shall not be eligible for further appointment from the current register.

Regular Appointment.

Prior to the conclusion of the one-year initial appointment, the Chief shall notify the Board if the Chief is not recommending permanent appointment to the rank of Assistant/Battalion Chief.

Refusal of Initial Appointment.

Any employee whose name appears on the final eligibility register may decline appointment one time and still maintain their position on the register. Any employee who declines appointment a second time shall be disqualified from further consideration for appointment from that register.

**ARTICLE 26 DRUG AND ALCOHOL TESTING**

**Section 26.1. Prohibitions.**

Firefighters shall be prohibited from:

- a) consuming or possessing alcohol, cannabis or illegal drugs at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
- (b) using, selling, purchasing or delivering any illegal drug or cannabis during the workday or when off duty;
- (c) being under the influence of alcohol, cannabis or prescribed drugs for which the employee does not have a prescription during the course of the work day;
- (d) failing to report to the Human Resources, or other

mutually agreed person, any known adverse side effects of medication or prescription drugs which they are taking;

(e) violations of these prohibitions will result in disciplinary action up to and including discharge.

### **Section 26.2. Use of Alcohol or Legal Drugs Prior to Emergency Recall.**

The parties recognize that employees may be placed in a conflict arising from the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency recall during off duty hours. Accordingly, when employees are notified of any emergency recall from off duty, the following procedure shall apply:

- (a) The recalled employee shall advise the officer in charge of the station to which they report if they have consumed alcohol or legal drugs during the day of the emergency recall and the extent of such activity.
- (b) The officer in charge shall assess the employee's condition and fitness for duty and either assign them to duty or, if the employee is determined to be unfit for duty will not allow them to sign in for duty.

### **Section 26.3. The Administration of Tests.**

Unless otherwise superseded by the express provisions of this Agreement, all drug and alcohol testing of bargaining unit employees shall be in compliance with the "Mandatory Guidelines for Federal Workplace Drug Testing."

(a) Informing Employees Regarding Drug Testing.

All current employees will be given the Employee Handbook which contains the City's drug and alcohol testing policy. All newly hired employees will be provided or have access to the Employee Handbook at the start of their employment.

(b) Pre-Employment Screening.

Nothing in this Article shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

(c) When a Test May be Compelled.

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by this section of the CBA. or as is otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When an officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Battalion Chief or their designee confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the designated Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty designated Union Representative. Refusal of an employee to comply with the order for a drug/alcohol

screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

- (1) when an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- (2) when an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug, or cannabis use or alcohol abuse;
- (3) when an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug, cannabis use or alcohol abuse;
- (4) where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

(d) Reasonable Suspicion Standard.

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- (1) observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
- (2) information provided by an identifiable third party which is independently corroborated.

(e) Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. The identity of any third party shall be made available to a Union designated representative upon request and such information shall be treated as confidential information subject to disclosure only to the extent relevant to processing a grievance.

(f) Post Accident Testing.

As soon as practicable following an accident involving a vehicle driven by an employee in the course of their duties, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article 26:

- (1) if the accident involved the loss of human life; or
- (2) if the employee driving the vehicle received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:
  - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment

away from the scene of the accident; or

(ii) One or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An accident covered by this subsection (f) shall be deemed to satisfy the Reasonable Suspicion Standard of subsection (d) of this Article 26.

A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a designated representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that they may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

#### **Section 26.4. 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.

### **Section 26.5. Voluntary Requests for Assistance.**

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs, cannabis or under the influence of drugs or alcohol. If the employee is then unfit for duty in this current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

### **Section 26.6. Discipline.**

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

(a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days.

The foregoing limit on suspension is conditioned upon the employee agreeing to:

- (1) undergo appropriate treatment as determined by the physician(s) involved;

- (2) discontinue use of illegal drugs, cannabis or abuse of alcohol;
- (3) complete the course of treatment prescribed, including an "aftercare" group for a period up to twelve (12) months;
- (4) submit to random testing during work hours during the period of "aftercare" treatment.

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

(c) Second Positive. Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion shall be subject to discharge without possibility of mitigation or commutation. The Chief is hereby empowered by contract to impose such penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty.

This Section 26.6 Discipline. shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that they are unable to properly perform their duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any cannabis or illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug

abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

**Section 26.7. Confidentiality of Test Results.**

The results of drug and alcohol tests will be disclosed to the person tested, the Chief, the Human Resources Director or their designee, applicable Legal Counsel, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

**Section 26.8. Insurance Coverage.**

The employee may utilize the City's EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

**ARTICLE 27 EMPLOYEES ON DISABILITY LEAVE –  
REINSTATEMENT**

In the event that an employee who has previously been on leave under a disability pension is reinstated into active service at the same rank or grade held at the date they were placed on disability leave, as required by state law, the person who has the least seniority in the rank or grade of the returning employee shall be temporarily demoted into the next lower grade or rank, but only if the returning employee causes a greater number of personnel in such rank or

grade than is permitted by City ordinance.

If the temporary demotion of an employee to the next lower grade or rank causes a greater number of personnel in such rank or grade than is permitted by City ordinance, the employee with the least seniority in such rank or grade shall be temporarily demoted or (in the case of firefighters of the lowest grade or rank) laid off. Such persons shall be restored to their former rank when resignations, promotions, or terminations cause a vacancy in the rank or grade previously held by such person.

The demoted employee shall receive pay for the rank or grade to which they have been demoted. Employees laid off shall be eligible for unemployment compensation as provided by law.

## **ARTICLE 28 SALARIES**

### **Section 28.1. Salaries.**

Effective May 1, 2025, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "A". These amounts represent a 5% equity wage increase applied to the parties agreed salary schedule.

Effective May 1, 2026, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "C". These amounts represent a 4% general wage increase applied to the parties' agreed salary schedule.

The parties shall negotiate rates of pay for the effective May 1, 2027, General Wage Increase. Such bargaining shall commence in January 2027. The parties further agree that, at a minimum, the General Wage Increase shall be no less than 3.5% over the previous year's salaries.

**Section 28.2. Holiday Pay.**

Employees who are scheduled to, and do work, on any of the following holidays shall be paid premium pay in the amount of two (2) times their regular straight time hourly rate for all hours worked on such holidays.

Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve	New Year's Day
Martin Luther King Day	Easter

The premium pay shall be applicable to the hours worked during the twenty-four (24) hour shift beginning at 7:00 a.m. on the designated holiday. The holiday recognized shall be the day of the actual holiday and not any day celebrated in lieu of the holiday.

Forty (40) hour employees shall receive/observe the same holidays granted to classified employees working in the Fire Department. The annual pay of the forty (40) hour employees will not be reduced by reason of the fact that they do not work on such holidays.

Employees (including 40 hour employees) who work overtime on a designated holiday shall be paid at the rate of two and one-half (2 ½) times their regular straight time hourly rate for all hours worked on such holiday.

### **Section 28.3 Paycheck Distribution.**

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the City.

### **ARTICLE 29 HEALTH AND SAFETY COMMITTEE**

The City and the Union agree that protecting the safety and health of employees in their work environment requires the concern of the City, Fire Department and Union. A Health and Safety Committee shall be formed which shall be composed of two (2) representatives from each shift and a representative to be designated by the Chief. The joint committee shall:

- (a) Meet at least every other month on established dates, without loss of pay.
- (b) Make periodic inspections, no less than one time per fiscal year of protective equipment, protective clothing and devices to review work methods and conditions.
- (c) Make written recommendations on possible hazards which come to its attention. All recommendations shall be forwarded to the Fire Department officials responsible for providing a safe and healthy workplace and shall include a target date for abatement of the hazardous conditions or unsafe work practice.
- (d) Written accident reports will be reviewed in detail to better determine the reason why the accident occurred and corrective action recommendations.
- (e) Upon mutual agreement, additional individuals may be called into the safety meetings.

(f) The Committee will recommend guidelines for procedures and programs as outlined above; provided, however, that such procedures and programs shall not be limited to the above.

## **ARTICLE 30 WELLNESS**

### **Section 30.1 Physical Fitness Program.**

The parties agree that it is in their mutual interests for employees to be in good physical condition. Both parties shall come to an agreement during the meeting of the parties in regards to a physical fitness program moving forward. If unable to come to an agreement, then the parties shall proceed to impasse procedures and resolution pursuant to the IPLRA.

### **Section 30.2 Wellness Initiative.**

The goal of the annual Wellness Initiative is for personal fitness improvement and the ability to detect medical issues early. All employees shall participate in a mandatory, annual, non-punitive and confidential Wellness Physical. All appointments shall be arranged and paid for by the City and will be conducted while the employee is on duty. No individual medical information obtained from the testing under the Wellness Initiative will be shared with the City by the Health Care Provider.

When an issue is identified with an employee of the bargaining unit that causes said employee not to be able to finish their shift due to findings in the Wellness Initiative. The employee will be sent home on paid administrative leave for the remainder of their shift. The employee will be allowed an additional 48 hours (shift employees) or 40 hours (8-hour employees) of consecutive paid administrative leave to rectify or refute any findings by the employees' own

physician. If the issue is unable to be resolved in the time given the employee will automatically be granted a 40 hour week working administrative duty in accordance with Section 5.2 Administrative Leave or utilizing any benefited leave/trade time available to the employee to cover any shifts that would be missed. In order to work administrative duty, said employee must be released for such work by the Wellness Healthcare Provider. All medical treatment will be the responsibility of the employee.

### **ARTICLE 31 PROBATIONARY EMPLOYEES**

Probationary employees shall be subject to all provisions of this Agreement except that:

- (a) Hours and schedules may be changed as necessary to complete required training. The City reserves the right to determine how probationary employees will be trained, which includes their work shift. Such training may be conducted by in-house personnel or by an outside organization. Examples include Fire Academy, EMT-Basic and Paramedic classes and/or programs.
- (b) Probationary employees who do not satisfactorily complete the requirements of probation may be dismissed at the discretion of the City. Dismissal for the preceding shall not be subject to the grievance procedure contained herein.
- (c) No firefighter appointed to the lowest rank may be required to serve a probationary employment period of longer than one year of actual active employment, which may exclude periods of training, or injury or illness leaves, including duty-related leave, in excess of 30 calendar days. Notwithstanding anything to the contrary in this Section, the

probationary employment period limitation may be extended for a firefighter who is required, as a condition of employment, to be a licensed paramedic, during which time the sole reason that a firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic licensure. However, in no case shall a probationary period for any person hired without their paramedic license be extended beyond three (3) years.

### **ARTICLE 32 SENIORITY**

The City shall maintain a seniority list noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided a copy of the seniority roster on January 1 of each successive year. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered. Seniority shall be computed from the date of hire except for time on pension or after benefits have been exhausted. In the event that more than one person is hired on the same day, the person occupying the higher position on the original appointment list shall have the seniority.

### **ARTICLE 33 FORTY (40) HOUR EMPLOYEES/SPECIAL ASSIGNMENTS**

#### **Section 33.1. Forty (40) Hour Employees.**

Forty (40) hour employees shall be subject to the terms and conditions of this Agreement.

#### **Section 33.2. Public Education/Fire Investigation.**

Forty (40) hour employees shall be paid at the following rates:

Firefighters and Engineers assigned to public education duties shall receive a 10% increase over their regular hourly rate.

Captains assigned to public education duties shall be paid at their next higher longevity step.

Shift employees assigned to fire investigation duties shall be paid 3% over their normal hourly rate for all hours paid.

### **Section 33.3. EMS Supervisor.**

The Chief shall have the right to appoint one employee per shift to serve in the position of EMS Supervisor. In the appointment process, the Chief will consider the employee's leadership skills and ability, work ethic and knowledge of the job, among other things. The duties and responsibilities of the EMS supervisor are contained in a job description which has been jointly reviewed by the parties.

The Chief in his absolute discretion at any time may relieve the EMS Supervisor from the duties as an EMS Supervisor and reassign the employee(s) to his previous bargaining unit position. The EMS Supervisor position is considered an administrative assignment and not a rank under this Agreement.

The EMS Supervisor shall be compensated at the Fire Paramedic Rank at the appropriate rate of service, plus 7%, for all hours paid.

### **Section 33.4. Assistant Training Officer.**

The Chief shall have the right to appoint one employee as an Assistant Training Officer. When the position opens it shall be opened to employees holding the rank of Captain first. In the appointment process, the Chief will consider the employee's leadership skills,

abilities, work ethic, and knowledge of the job, among other things. If after interviewing all applicants, if there is a lack of an applicant from the rank of Captain, or the Chief determines there is not a candidate that would fit the needs of the department, the Chief may open the position to all employees in any rank to find an appropriate candidate to fill the position. The duties and responsibilities of the Assistant Training Officer are contained in a job description which has been jointly reviewed by the parties.

The Chief in his absolute discretion at any time may relieve the Assistant Training Officer from the duties as an Assistant Training Officer and reassign the employee(s) to his previous bargaining unit position. The Assistant Training Officer position is considered an administrative assignment and not a rank under this Agreement.

The Assistant Training Officer shall be compensated at ten percent (10%) above their regular hourly rate.

### **Section 33.5. EMS Assistant Training Officer.**

The Chief shall have the right to appoint one employee to the position of EMS Assistant Training Officer. Holding the position of Captain is highly preferred. The EMS Assistant Training Officers' responsibilities shall be, but not limited to, the day-to-day needs of EMS training of new hires, and developing/instructing in-house EMT-Basic/Paramedic courses within the Bloomington Fire Department.

The employee shall hold a Paramedic license, regardless of rank. In the appointment process, the Chief will consider the employee's leadership skills and ability, work ethic, and knowledge of the job, among other things. The duties and responsibilities of the EMS Assistant Training Officers are contained in a job description that has been jointly reviewed by the parties.

The Chief, in his absolute discretion at any time may relieve the

Assistant EMS Training Officer from the duties as an Assistant EMS Training Officer and reassign the employee(s) to his previous bargaining unit position. The Assistant EMS Training Officer position is considered an administrative assignment and not a rank under this Agreement.

The position of EMS Assistant Training Officer is a new and experimental position. The hours, wages, and terms and conditions of employees attached to this position, and agreed upon hereto by the parties, as well as the very existence of the position itself, shall be non-precedential. Either party is free to propose changes to such hours, wages, and terms and conditions during the negotiations for a successor agreement, or to the existence of the position itself. Both parties waive any past practice and or status quo arguments and neither party shall bear the burden of the moving party in any interest arbitration proceedings that may include the issues of hours, wages, and conditions of employment for the position of EMS Assistant Training Officer or of the very existence or continuation of the position.

The EMS Assistant Training Officer shall be compensated at ten percent (10%) above their regular hourly rate.

## **ARTICLE 34 ILLINOIS PAID LEAVE FOR ALL WORKER ACT**

The City and the Union explicitly waive, for the term of May 1, 2025 – April 30, 2028, the application of the Illinois Paid Leave For All Worker Act, 820 ILCS 192/1 et.seq., effective 1/1/24, to the employees covered by this Agreement.

## **ARTICLE 35 DROP PLAN**

In the event Illinois Statue applicable to employees of the bargaining unit is revised to authorize a Deferred Retirement

Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act

### **ARTICLE 36 TIME AND ATTENDANCE**

The parties agree to meet and negotiate changes to the recall and call-in procedure, leave scheduling and shift bid language if necessary for the Time and Attendance/Scheduler systems.

### **ARTICLE 37 LAYOFFS AND RECALLS**

In the event the City determines that a reduction in force is necessary, employees with the least seniority in the Department shall be laid off first. Layoffs and recalls shall be in accordance with applicable provisions of 65 ILCS 5/10-2. 1-18.

### **ARTICLE 38 SERVICE AGREEMENT**

It is agreed that this Article will be suspended for any new employee hired during the term of the May 1, 2025, contract.

The parties agree that employees will be responsible for reimbursing the City for the costs associated with training and equipping a new Fire Fighter for an amount up to and including \$10,000. Costs include but are not limited to training, tuition, room and board charges, travel expenses, supplies, equipment and uniforms. This agreement will be in effect for four (4) years from the date of hire if hired with a paramedic license and 4 years after the completion of probation if hired without a paramedic license. This agreement will be in effect for four (4) years. Each full year completed on the Bloomington Fire Department will result in 25%

of the reimbursement being dismissed.

Employees further agree to return all property in their possession which includes but is not limited to uniforms patches, fire apparatus, badges, radio equipment, City cell phones, keys and any other City property.

### **ARTICLE 39 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the IPLRA as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

### **ARTICLE 40 SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted State or Federal legislation or administrative action by any State or Federal body, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree immediately to negotiate in

good faith with respect to a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE 41 TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of May, 2025, and shall remain in full force and effect until the 30th day of April, 2028 It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement and shall specify in writing those proposals which it wishes to negotiate on. If either party notifies the other of its intent to modify this Agreement, the other party may indicate in writing one hundred five (105) days prior to the anniversary date of its desire to modify this Agreement and shall specify in writing those proposals which it wishes to negotiate on. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this  
21st day of October 2025.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 49, AFL-CIO**

/s/ Eric D. Hall  
Eric Hall, Union President

/s/ Kyle Klinefelter  
Kyle Klinefelter

/s/ TKC  
Thomas Conley

/s/ KT  
Kyle Tieman

/s/ AC  
Andrew Coe

/s/ TS  
Tyson Shultz

**CITY OF BLOOMINGTON, ILLINOIS**

/s/ Cory Matheny  
Cory Mathey, Fire Chief

/s/ Michael Hartwig  
Mike Hartwig, Deputy Fire Chief

/s/ Jason Greer  
Jason Greer, Deputy Fire Chief

/s/ Nicole Albertson  
Nicole Albertson, Human Resources Director

/s/ Angie Brown  
Angie Brown, Asst. Human Resources Director

/s/ Jeff Jurgens  
Jeff Jurgens, City Manager

ATTEST: /s/ Leslie Smith-Yocum  
Leslie Smith-Yocum, City Clerk



## APPENDIX A – WAGE TABLE May 1, 2025

Effective May 1, 2025							
5% increase with 2713 average hours							
				Shift	40	Shift	40
<b>FIREFIGHTER</b>		Annual Base	Bi-Weekly	Hourly	Hourly	OT	Hour
Entry Level		\$73,194.36	\$2,815.17	\$26.98	\$35.19	\$40.47	\$52.78
<b>Firefighter/Paramedic &amp; Engineer</b>							
Entry Level		\$79,725.45	\$3,066.36	\$29.39	\$38.33	\$44.08	\$57.49
2 Year		\$85,594.81	\$3,292.11	\$31.55	\$41.15	\$47.32	\$61.73
3 Year		\$94,427.62	\$3,631.83	\$34.81	\$45.40	\$52.21	\$68.10
5 Year		\$99,149.00	\$3,813.42	\$36.55	\$47.67	\$54.82	\$71.50
10 Year		\$101,037.55	\$3,886.06	\$37.24	\$48.58	\$55.86	\$72.86
15 Year		\$102,926.10	\$3,958.70	\$37.94	\$49.48	\$56.91	\$74.23
20 Year		\$107,647.49	\$4,140.29	\$39.68	\$51.75	\$59.52	\$77.63
25 Year		\$108,591.77	\$4,176.61	\$40.03	\$52.21	\$60.04	\$78.31
<b>Captain</b>							
3 Year		\$111,201.32	\$4,276.97	\$40.99	\$53.46	\$61.48	\$80.19
5 Year		\$116,761.40	\$4,490.82	\$43.04	\$56.14	\$64.56	\$84.20
10 Year		\$118,985.42	\$4,576.36	\$43.86	\$57.20	\$65.79	\$85.81
15 Year		\$121,209.45	\$4,661.90	\$44.68	\$58.27	\$67.02	\$87.41
20 Year		\$126,769.51	\$4,875.75	\$46.73	\$60.95	\$70.09	\$91.42
25 Year		\$127,881.53	\$4,918.52	\$47.14	\$61.48	\$70.70	\$92.22

Notes: All payroll calculations are made based upon each employee’s hourly rate of pay. Other figures are for informational purposes only.

## APPENDIX B – WAGE TABLE January 1, 2026 – hours change only

Effective January 1, 2026							
change to 2435 average hours							
		Annual Base	Bi-Weekly	Shift Hourly	40 Hour Hourly	Shift OT	40 Hour OT
<b>FIREFIGHTER</b>							
Entry Level		\$73,194.36	\$2,815.17	\$30.06	\$35.19	\$45.09	\$52.78
<b>Firefighter/Paramedic &amp; Engineer</b>							
Entry Level		\$79,725.45	\$3,066.36	\$32.74	\$38.33	\$49.11	\$57.49
2 Year		\$85,594.81	\$3,292.11	\$35.15	\$41.15	\$52.73	\$61.73
3 Year		\$94,427.62	\$3,631.83	\$38.78	\$45.40	\$58.17	\$68.10
5 Year		\$99,149.00	\$3,813.42	\$40.72	\$47.67	\$61.08	\$71.50
10 Year		\$101,037.55	\$3,886.06	\$41.49	\$48.58	\$62.24	\$72.86
15 Year		\$102,926.10	\$3,958.70	\$42.27	\$49.48	\$63.40	\$74.23
20 Year		\$107,647.49	\$4,140.29	\$44.21	\$51.75	\$66.31	\$77.63
25 Year		\$108,591.77	\$4,176.61	\$44.60	\$52.21	\$66.89	\$78.31
<b>Captain</b>							
3 Year		\$111,201.32	\$4,276.97	\$45.67	\$53.46	\$68.50	\$80.19
5 Year		\$116,761.40	\$4,490.82	\$47.95	\$56.14	\$71.93	\$84.20
10 Year		\$118,985.42	\$4,576.36	\$48.86	\$57.20	\$73.30	\$85.81
15 Year		\$121,209.45	\$4,661.90	\$49.78	\$58.27	\$74.67	\$87.41
20 Year		\$126,769.51	\$4,875.75	\$52.06	\$60.95	\$78.09	\$91.42
25 Year		\$127,881.53	\$4,918.52	\$52.52	\$61.48	\$78.78	\$92.22

**Notes:** All payroll calculations are made based upon each employee’s hourly rate of pay. Other figures are for informational purposes only.

## APPENDIX C – WAGE TABLE May 1, 2026

Effective May 1, 2026							
4% increase with 2435 average hours							
		Annual Base	Bi-Weekly	Shift Hourly	40 Hour Hourly	Shift OT	40 Hour OT
<b>FIREFIGHTER</b>							
Entry Level		\$76,122.13	\$2,927.77	\$31.26	\$36.60	\$46.89	\$54.90
<b>Firefighter/Paramedic &amp; Engineer</b>							
Entry Level		\$82,914.47	\$3,189.02	\$34.05	\$39.86	\$51.08	\$59.79
2 Year		\$89,018.61	\$3,423.79	\$36.56	\$42.80	\$54.84	\$64.20
3 Year		\$98,204.73	\$3,777.10	\$40.33	\$47.21	\$60.50	\$70.82
5 Year		\$103,114.96	\$3,965.96	\$42.35	\$49.57	\$63.52	\$74.36
10 Year		\$105,079.05	\$4,041.50	\$43.15	\$50.52	\$64.73	\$75.78
15 Year		\$107,043.15	\$4,117.04	\$43.96	\$51.46	\$65.94	\$77.19
20 Year		\$111,953.39	\$4,305.90	\$45.98	\$53.82	\$68.97	\$80.74
25 Year		\$112,935.44	\$4,343.67	\$46.38	\$54.30	\$69.57	\$81.44
<b>Captain</b>							
3 Year		\$115,649.37	\$4,448.05	\$47.49	\$55.60	\$71.24	\$83.40
5 Year		\$121,431.85	\$4,670.46	\$49.87	\$58.38	\$74.80	\$87.57
10 Year		\$123,744.84	\$4,759.42	\$50.82	\$59.49	\$76.23	\$89.24
15 Year		\$126,057.83	\$4,848.38	\$51.77	\$60.60	\$77.65	\$90.91
20 Year		\$131,840.29	\$5,070.78	\$54.14	\$63.38	\$81.22	\$95.08
25 Year		\$132,996.79	\$5,115.26	\$54.62	\$63.94	\$81.93	\$95.91

Notes: All payroll calculations are made based upon each employee's hourly rate of pay. Other figures are for informational purposes only.

