

A G R E E M E N T

Between

CITY OF BLOOMINGTON  
BLOOMINGTON, ILLINOIS

and

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

LOCAL 49, AFL-CIO

May 1, 2021- April 30, 2025





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## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 2021, 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**

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 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.

## **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 newspapers and 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 member 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 bargaining unit member of the amount of their proportionate share of living expenses for the prior year. The member, 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 members, 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.

**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 shall be entitled to vacation as follows:

|                           |                    |                 |
|---------------------------|--------------------|-----------------|
| <u>Years of</u>           | <u>A-B-C Shift</u> | <u>40 Hr Wk</u> |
| <u>Continuous Service</u> | <u>Employee</u>    | <u>Employee</u> |

|                             |              |         |
|-----------------------------|--------------|---------|
| DOH but less than 2 yrs     | 3 duty days  | 1 week  |
| 2 yrs but less than 8 yrs   | 5 duty days  | 2 weeks |
| 8 yrs but less than 15 yrs  | 7 duty days  | 3 weeks |
| 15 yrs but less than 20 yrs | 10 duty days | 4 weeks |
| 20 yrs or more              | 12 duty days | 5 weeks |

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.

**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. Forty (40) hour employees shall be permitted to take vacation or personal time in increments not less than one (1)

hour and 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.

### **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.

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

Bargaining unit members shall be entitled to 48 hours 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, bargaining unit members may utilize school leave on a one (1) hour basis. No more than two (2) bargaining unit members shall be allowed off at a time. School leave is available for training and/or education directly related to the completion of a Fire Science or Fire Service Management degree, or training directly related to the services provided by the Department and the duties of the bargaining unit member. 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 a complete compliment 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 \$200 for the purchase 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 - Trousers                                 |                       |
| 2-Shorts (if requested)                      | 2 – Belt              |
| 1 - Ball Cap                                 | 1 - Stocking Cap      |
| 1 – Coat                                     |                       |

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

**Section 5.1. Sick Leave.**

Any employee absent from duty because of sickness 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 but for

their sickness. 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. In cases where there is a serious illness or injury of the employee's dependent, the employee shall be released from duty and such leave time shall be charged to his sick leave bank.

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 employees 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 second full pay period of each month and shall serve to reduce the employees total sick leave accrual down to the maximum accruals defined herein.

Accelerated Accrual. When an employee with at least 200 hours of accrued sick leave totally depletes his 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 members 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.

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 dependents 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. In cases where there is a serious illness or injury of the employee's dependent, the employee shall be released from duty and such leave time shall be charged to his sick leave bank. 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:

| Retirement        |       |
|-------------------|-------|
| 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% |

(Example: An 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.

### **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 60 calendar days from the date the member is assigned to administrative duty.

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. For the purpose of this agreement PEDA benefits will otherwise be equal to 2713 hours if the employee is on shift; or, a total of 2080 hours if the employee is on a Monday through Friday 8am to 5pm schedule. 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.

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 a member from Administrative Duty early for the day, if appropriate. Also, verified medical appointments, visitations 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 members prior to a member's injury shall be honored. A member on Administrative Duty may

not cover for, or work for, a member counting towards daily staffing. However, a member may cover, or work for, a member 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 60 calendar days from the date the member is assigned to administrative duty.

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 restricted duty shall cease.

(d) Employees on forty (40) hour administrative duty (Off Duty Injuries under Section a, above, and Public Education Officer) who choose to utilize leave benefits will have that benefit computed in accordance with the 4/5's conversion of leave as outlined in this 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.

## **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 shift schedule for firefighters whose principle 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 (14th) 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.

Battalion Chiefs' Kelly Days will not be treated by the parties as using one (1) of the slots available under Section 3.1. Battalion Chiefs using vacation days are not treated by the parties as using one (1) of the slots available under Section 3.1.

The normal work week for employees whose principal assignment is fire prevention duties shall be eight (8) hours per day beginning at 8:00 a.m. Monday through Friday to produce a work week of forty (40) hours. Forty (40) hour employees shall receive the same days as holidays as are granted to classified employees working in the Fire Department. The annual pay of forty (40) hour employees will not be reduced by reason of the fact that they do not work on such holidays.

### **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.

### **Section 7.3. 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 Shift Commander 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 stand by and/or time trades made on an employee's duty day shall be reasonably accommodated by the Shift Commander.

Time trades between members on the same shift shall be allowed irrespective of rank or assignment. All time trades by employees assigned to the same shift shall be for 24 hours.

Time trades between members from different shifts shall normally be between employees of the same rank and similar assignment unless otherwise approved by the Shift Commander 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 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 Shift Commander.

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.

#### **Section 7.4. 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. Request for volunteers to transfer shall be posted for seven (7) calendar days.

### **Section 7.5. Maximum Consecutive Hours.**

Bargaining unit members may not accept overtime assignments that would result in the employee working in excess of two (2) consecutive duty shifts. Bargaining unit members 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, bargaining unit 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 bargaining unit 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.

## **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.

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 eight (8) hours in a calendar year. 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.

### **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 Shift Commander, up to a maximum of four (4) hours per incident, so they can alleviate the emergency situation.

## **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. 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.** (Also see Appendix A, Memorandum of Understanding)

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 Shift Commander 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 Shift Commander.

When operating at the minimum shift level, there shall be one (1) officer/acting officer, one (1) engineer, and one (1) firefighter assigned to each front-line, in-service fire apparatus, one (1) 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 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.

When the shift staffing level falls below the safe level of shift staffing the Shift Commander shall call in the necessary off-duty personnel according to the following procedures:

Personnel who are not to be called include, but are not limited to, the following:

- (a) Any member who is attending an assigned fire course at school.

- (b) Any member who is scheduled to work due to a shift exchange.

After all eligible employees have been contacted on the overtime eligibility list those members 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 in on overtime and such assignment shall be voluntary on their part.

The Shift Commander (either the Battalion Chief going off duty or the Battalion Chief coming on duty) shall call in the needed personnel. If there is a vacancy for a Shift Commander on the shift coming on duty, it shall be the off going Shift Commander'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 or Captain, Firefighters and Engineers may work in the place of an absent Captain, Engineer, or Firefighter.
- (b) If there are less than the required number of officers necessary to meet the minimum staffing levels stated above (one officer for each station plus the Battalion Chief) then the first eligible officer on the call-in list shall be called in.
- (c) Once the requirement for officers has been met additional employees shall be called in to meet the remaining minimum staffing requirement.

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 members. An employee shall be called in rotation to fill vacancies so each member 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 request of the employee they shall be moved to the back of the overtime eligibility list. If the Shift Commander cannot make the calls personally, they shall assign the call-in responsibilities to a staff officer or the Headquarters Station Commander.

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 member being called and a "YES" or "NO" answer obtained from the member being called. In the event that the member cannot be personally contacted by phone, whomever 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.

Straight Time Hourly Rate. The straight hourly rate for employees shall be calculated by dividing their annual salary by their regularly scheduled annual hours of work. For employees whose principal assignment is fire suppression or Emergency Medical Service (EMS), the annual hours of work is two thousand seven hundred thirteen (2713). For employees whose principal assignment is fire prevention, the annual hours of work is two thousand eighty (2080).

### **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 (½) 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.

### **ARTICLE 11 ACTING PAY**

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 Shift Commander 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 member 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 a member 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 members working that day that appear on the Acting Captain Eligibility List, the senior on shift member working at the station where the acting time will occur will receive the acting time. To the extent that Article 11 Acting Pay and Section 7.3 Trades of the CBA between the parties are in conflict, Article 11 shall control.

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

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.

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.

At the discretion of the Fire Chief, a Captain maybe 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 employee's 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 10.1 Coverage. 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:

- (a) firefighting, 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;
- (b) emergency medical services in connection with the operation of the City Ambulance.

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.

### **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, bargaining unit members shall direct their full attention to those activities.

During periods when bargaining unit members are not performing activities directed by a supervisor, and there are no scheduled duties or activities, bargaining unit members may engage in personal activities which are not in violation of any existing policy, rule or regulation in effect on January 10, 2007. 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 members' 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. Televisions.**

Television usage shall be excluded from dedicated training rooms.

**Section 12.5. 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 12.6. Department Consumables.**

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

**Section 12.7. Personal Cell Phones.**

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

**Section 12.8. Computer and Internet Use.**

Computers and the internet shall not be used during scheduled or unscheduled department activities for other than City business. 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 B - E 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 firefighter 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 seven (7) 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 within seven (7) 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 seven (7) 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 seven (7) 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 seven (7) 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, adopted September 1, 2004 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 may be filed at Step 1.

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 each three (3) months the Union President, and up to two (2) bargaining unit designees of the Union's choice and the Chief, 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 its members of 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 member 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 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 its members of 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 Local 49 employees, 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 members 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 a member 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 file (both the official file which is kept by Human Resources as well as the unofficial file kept by the Fire Department) and will place those documents in a file which is 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 this Agreement must reside within a fifty (50) mile radius of the intersection of North Main and Locust Streets. New employees must establish residency within eighteen (18) months of initial appointment to the Department. No extensions will be granted.

The City Manager may grant an exception for family hardships to the above residency requirement on a case by case bases. Such request must be made in writing to the City Manager for consideration. If approved, the exception will remain in place for as long as the member lives at that address. In the event the member would like to move, a new agreement must be put in place prior to relocating. Annually the member will be required to

provide verification to the Fire Chief of their address. In the event the employee request is denied, the City Manager's decision is not subject to the grievance procedure.

## **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 bargaining unit members with two years or greater seniority and assigned to suppression shifts may bid their position assignments. Bidding shall be by seniority on the shift to which bargaining unit members are assigned by the Fire Chief.

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

Annually on November 1<sup>st</sup>, non-probationary bargaining unit members 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. Bargaining unit members 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 November 1<sup>st</sup>, bargaining unit members 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 November 1<sup>st</sup>, bargaining unit members 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 persons 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 persons 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 backup driver on the department, within sixty (60) calendar days of the vacancy.

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

Annually on November 1<sup>st</sup>, bargaining unit members 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 Shift Commander to reassign bargaining unit members 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.

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

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 “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 Basic Company 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. Applicants 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. 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 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   | 25% |
| Seniority           | 25% |
| Education           | 10% |
| Chief's Points      | 10% |

### Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein. Concurrent with this posting, the Fire Chief shall forward component scores to the Board of Fire and Police Commissioners.

### 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. Personnel 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. Personnel 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 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. The method for scoring the examination shall be at the discretion of the Fire and Police Commission. 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 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. Persons 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.

Personnel 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 and Police Commission. Relief from duty shall not be provided to personnel choosing to participate in the written examination review. In the event the Commission 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 personnel who have signed-up to take the written examination shall be released from duty to take the examination. Personnel shall be released from duty 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 personnel 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 25 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. An employee'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. Years of seniority shall then be multiplied by 1.25 to determine an employee's seniority points. Final value shall be rounded to 2 decimal places (hundredths).

(Date of expiration or exhaustion of list - Employee date of hire) x 1.25/365.25

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

Associate Degree in Fire Science or Fire Service Administration - 10 Points

Bachelors degree in any field and completion of State of Illinois OSFM Fire Officer I or Basic Company Officer -10 Points

Associate Degree in any field and completion of the State of Illinois OSFM Fire Officer I or Basic Company Officer - 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. These points will be given to the Board of Fire and Police Commissioners prior to the written examination. 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 personnel 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.

At the conclusion of the one year initial appointment, the Chief shall notify the Board, who shall then make permanent the 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.**

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

members of the department. They will not be able to interfere with the testing process, but will report any irregularities they may witness. The Commission may also elect to have as many as 2 impartial observers as well.

### 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 Science or a bachelor's degree in any subject and be 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.

### 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 Board    | 40% |
| Time in Grade       | 15% |
| Chiefs Points       | 15% |

Posting of Component Scores.

Scores of each component shall be posted in accordance with the provisions contained herein. Concurrent with this posting, the Fire Chief shall forward component scores to the Board of Fire and Police Commissioners.

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. Personnel 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. Personnel 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 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. The method for scoring the examination shall be at the discretion of the Fire and Police Commission. 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 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. Persons 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.

Personnel 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 Commission. Relief from duty shall not be provided to personnel choosing to participate in the written examination review. The Commission 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. Individuals 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 personnel who have signed-up to take the written examination shall be released from duty to take the examination. Personnel shall be released from duty 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 will be given to the Commission prior to the assessment center. These points are at the discretion of the Chief. Chief's Merit points for personnel 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 15 points for 10 years of service as a Captain shall be awarded. Points for employees 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. An employee'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. Time in Grade shall then be multiplied by 1.5 to determine an employee's points, the final value being rounded to 3 decimal places.

(Date of expiration of exhaustion of list - Date appointed Captain) x 1.5/365.25

### 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 Shift Commander. 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.

At the successful conclusion of the one year initial appointment, the Chief shall notify the Board, who shall then make their regular promotion 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.

### Passing over a Candidate on the List of Eligibles.

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 candidate's ability to function as an

Assistant/Battalion Chief or if misconduct on the part of the candidate is noted. If the shortcoming persists and another opening develops, the candidate may be passed over again and be removed from that list. This will not prohibit the candidate from taking later exams and ultimately being appointed from another list. In the event that a candidate is passed over, the Commission must document the reason why. Unless the shortcoming is not correctable, no candidate may be passed over more than one time. Any dispute over the passing over of a candidate 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.

## **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 work day 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 Section 26.6 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 a company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Assistant/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 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 a bargaining unit 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 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, 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, 2021, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "B". These amounts represent a 2.5% general wage increase applied to the parties' agreed salary schedule.

Effective May 1, 2022, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "C". These amounts represent a 2.25% general wage increase applied to the parties' agreed salary schedule.

Effective May 1, 2023, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "D". These amounts represent a 2.25% general wage increase applied to the parties' agreed salary schedule.

Effective May 1, 2024, employees shall be paid an annual salary as specified in the salary schedule attached hereto as Appendix "E". These amounts represent a 2.25% general wage increase applied to the parties' agreed salary schedule.

**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 | Good Friday            |

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.

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 Finance Department.

**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) representative 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 personnel 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 members 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 member 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.
- (b) Probationary employees who do not satisfactorily complete 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.

### **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 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 bargaining unit person per shift to serve in the position of EMS Supervisor. In the appointment process, the Chief will consider the employee's leadership skill 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.

### **ARTICLE 34 DROP PLAN**

In the event Illinois Statue applicable to members 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 35 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 36 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 37 SERVICE AGREEMENT**

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. Each full year completed on the Bloomington Fire Department will result in 25% of the reimbursement being dismissed.

Members 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 38 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 except, 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 39 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 40 TERM OF AGREEMENT**


This Agreement shall be effective as of the 1st day of May, 2021, and shall remain in full force and effect until the 30th day of April, 2025 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

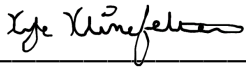
anniversary date of its desire to modify this Agreement and shall specify in writing those proposals which it wishes to negotiate on. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands  
this 4/5/2021 | 8:37 AM CDT 5th day of April, 2021.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL  
49, AFL-CIO

/s/ 


/s/ 

/s/ 

/s/ 

/s/ 

CITY OF BLOOMINGTON, ILLINOIS

/s/ 

/s/ 

/s/ 

/s/ 

Tim Gleason, City Manager

# APPENDIX A – Recall - Memorandum of Understanding

## INTERIM AGREEMENT

### BY AND BETWEEN

#### CITY OF BLOOMINGTON AND IAFF #49

Whereas: The parties have a good faith disagreement as to how to fill vacant captain positions.

Whereas: The parties wish to implement an interim procedure whereby vacant captain positions can be filled.

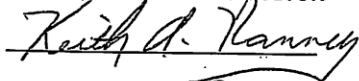
The parties therefore agree to implement the following interim procedure:

1. The staffing of the shift will be "juggled" in an attempt to get at least one appointed Captain at each station from the duty shift available that day.
2. In the event that there are fewer than 4 appointed Captains on duty for a given shift, and there is a need to call back additional personnel due to their also being manpower shortages, the members called back first will be from our Captain's ranks.
3. In the event there are not enough Captains available or willing to accept the call back assignment, on duty members that are on the promotional list will be moved up to act to complete the 4 officer-staffing, and the shift staffing shortages will then be filled from the top down as we traditionally have done.
4. If after Step 3 there is not yet one Captain/Acting Captain for each station, a Captain or Captains will be held over to meet the 4 Captains needed up to the manpower shortage needs, with any additional call backs needs then being completed traditionally from the overtime list.

Nothing in this agreement will obligate the City to call back additional personnel unless there is an actual shortage in the number of firefighters and officers required to normally staff the shift. This position also does nothing to the City's right to staff the shift, including closing a station and redistributing the remaining personnel.

The parties hereto agree that this is an interim solution pending resolution of this issue during the current round of contract negotiations. Agreement with this interim procedure shall not serve to prejudice either party's position at the bargaining table or in interest arbitration as to the procedure which ultimately will appear in the party's successor Collective Bargaining Agreement.

FOR THE CITY OF BLOOMINGTON



Date: 7-2-08

FOR IAFF LOCAL #49



Date: 7/1/08



## APPENDIX B – WAGE TABLE May 1, 2021

| <b>IAFF LOCAL 49 SALARY SCHEDULE</b>         |      |               |                  |               |                |              |                |
|--|------|---------------|------------------|---------------|----------------|--------------|----------------|
| <b>Effective May 1, 2021</b>                 |      |               |                  |               |                |              |                |
| 2.5  |      |               |                  |               |                |              |                |
|  |      | <b>Annual</b> |                  | <b>Shift</b>  | <b>40 Hour</b> | <b>Shift</b> | <b>40 Hour</b> |
|  |      | <b>Base</b>   | <b>Bi-Weekly</b> | <b>Hourly</b> | <b>Hourly</b>  | <b>OT</b>    | <b>OT</b>      |
| <b>FIREFIGHTER – EMT – I</b>                 |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 59,794.52  | \$ 2,299.79      | \$ 22.04      | \$ 28.75       | \$ 33.06     | \$ 43.12       |
| 1 Year                                       |      | \$ 68,991.59  | \$ 2,653.52      | \$ 25.43      | \$ 33.17       | \$ 38.15     | \$ 49.75       |
| 2 Year                                       |      | \$ 74,037.77  | \$ 2,847.61      | \$ 27.29      | \$ 35.60       | \$ 40.94     | \$ 53.39       |
| 3 Year                                       | Base | \$ 81,688.43  | \$ 3,141.86      | \$ 30.11      | \$ 39.27       | \$ 45.17     | \$ 58.91       |
| 5 Year                                       | 5%   | \$ 85,785.06  | \$ 3,299.43      | \$ 31.62      | \$ 41.24       | \$ 47.43     | \$ 61.86       |
| 10 Year                                      | 7%   | \$ 87,412.86  | \$ 3,362.03      | \$ 32.22      | \$ 42.03       | \$ 48.33     | \$ 63.04       |
| 15 Year                                      | 9%   | \$ 89,040.66  | \$ 3,424.64      | \$ 32.82      | \$ 42.81       | \$ 49.23     | \$ 64.21       |
| 20 Year                                      | 14%  | \$ 93,137.29  | \$ 3,582.20      | \$ 34.33      | \$ 44.78       | \$ 51.50     | \$ 67.17       |
| 25 Year                                      | 15%  | \$ 93,951.19  | \$ 3,613.51      | \$ 34.63      | \$ 45.17       | \$ 51.95     | \$ 67.75       |
| <b>FIREFIGHTER/PARAMEDIC &amp; ENGINEER*</b> |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 61,015.37  | \$ 2,346.75      | \$ 22.49      | \$ 29.33       | \$ 33.74     | \$ 44.00       |
| 1 Year                                       |      | \$ 70,320.96  | \$ 2,704.65      | \$ 25.92      | \$ 33.81       | \$ 38.88     | \$ 50.71       |
| 2 Year                                       |      | \$ 75,502.79  | \$ 2,903.95      | \$ 27.83      | \$ 36.30       | \$ 41.75     | \$ 54.45       |
| 3 Year                                       | Base | \$ 83,289.10  | \$ 3,203.43      | \$ 30.70      | \$ 40.04       | \$ 46.05     | \$ 60.06       |
| 5 Year                                       | 5%   | \$ 87,467.12  | \$ 3,364.12      | \$ 32.24      | \$ 42.05       | \$ 48.36     | \$ 63.08       |
| 10 Year                                      | 7%   | \$ 89,122.05  | \$ 3,427.77      | \$ 32.85      | \$ 42.85       | \$ 49.28     | \$ 64.27       |
| 15 Year                                      | 9%   | \$ 90,776.98  | \$ 3,491.42      | \$ 33.46      | \$ 43.64       | \$ 50.19     | \$ 65.46       |
| 20 Year                                      | 14%  | \$ 94,955.00  | \$ 3,652.12      | \$ 35.00      | \$ 45.65       | \$ 52.50     | \$ 68.48       |
| 25 Year                                      | 15%  | \$ 95,796.03  | \$ 3,684.46      | \$ 35.31      | \$ 46.06       | \$ 52.97     | \$ 69.08       |
| <b>CAPTAIN</b>                               |      |               |                  |               |                |              |                |
| 3 Year                                       | Base | \$ 98,102.08  | \$ 3,773.16      | \$ 36.16      | \$ 47.16       | \$ 54.24     | \$ 70.75       |
| 5 Year                                       | 5%   | \$103,012.61  | \$ 3,962.02      | \$ 37.97      | \$ 49.53       | \$ 56.96     | \$ 74.29       |
| 10 Year                                      | 7%   | \$104,965.97  | \$ 4,037.15      | \$ 38.69      | \$ 50.46       | \$ 58.04     | \$ 75.70       |
| 15 Year                                      | 9%   | \$106,919.33  | \$ 4,112.28      | \$ 39.41      | \$ 51.40       | \$ 59.12     | \$ 77.11       |
| 20 Year                                      | 14%  | \$111,829.86  | \$ 4,301.15      | \$ 41.22      | \$ 53.76       | \$ 61.83     | \$ 80.65       |
| 25 Year                                      | 15%  | \$112,806.54  | \$ 4,338.71      | \$ 41.58      | \$ 54.23       | \$ 62.37     | \$ 81.35       |

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, 2022

| <b>IAFF LOCAL 49 SALARY SCHEDULE</b>         |      |               |                  |               |                |              |                |
|--|------|---------------|------------------|---------------|----------------|--------------|----------------|
| <b>Effective May 1, 2022</b>                 |      |               |                  |               |                |              |                |
| 2.25   |      |               |                  |               |                |              |                |
|  |      | <b>Annual</b> |                  | <b>Shift</b>  | <b>40 Hour</b> | <b>Shift</b> | <b>40 Hour</b> |
|  |      | <b>Base</b>   | <b>Bi-Weekly</b> | <b>Hourly</b> | <b>Hourly</b>  | <b>OT</b>    | <b>OT</b>      |
| <b>FIREFIGHTER – EMT – I</b>                 |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 61,151.02  | \$ 2,351.96      | \$ 22.54      | \$ 29.40       | \$ 33.81     | \$ 44.10       |
| 1 Year                                       |      | \$ 70,538.00  | \$ 2,713.00      | \$ 26.00      | \$ 33.91       | \$ 39.00     | \$ 50.87       |
| 2 Year                                       |      | \$ 75,692.70  | \$ 2,911.26      | \$ 27.90      | \$ 36.39       | \$ 41.85     | \$ 54.59       |
| 3 Year                                       | Base | \$ 83,533.27  | \$ 3,212.82      | \$ 30.79      | \$ 40.16       | \$ 46.19     | \$ 60.24       |
| 5 Year                                       | 5%   | \$ 87,711.29  | \$ 3,373.51      | \$ 32.33      | \$ 42.17       | \$ 48.50     | \$ 63.25       |
| 10 Year                                      | 7%   | \$ 89,393.35  | \$ 3,438.21      | \$ 32.95      | \$ 42.98       | \$ 49.43     | \$ 64.47       |
| 15 Year                                      | 9%   | \$ 91,048.28  | \$ 3,501.86      | \$ 33.56      | \$ 43.77       | \$ 50.34     | \$ 65.66       |
| 20 Year                                      | 14%  | \$ 95,226.30  | \$ 3,662.55      | \$ 35.10      | \$ 45.78       | \$ 52.65     | \$ 68.67       |
| 25 Year                                      | 15%  | \$ 96,067.33  | \$ 3,694.90      | \$ 35.41      | \$ 46.19       | \$ 53.12     | \$ 69.28       |
| <b>FIREFIGHTER/PARAMEDIC &amp; ENGINEER*</b> |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 62,399.00  | \$ 2,399.96      | \$ 23.00      | \$ 30.00       | \$ 34.50     | \$ 45.00       |
| 1 Year                                       |      | \$ 71,894.50  | \$ 2,765.17      | \$ 26.50      | \$ 34.56       | \$ 39.75     | \$ 51.85       |
| 2 Year                                       |      | \$ 77,211.98  | \$ 2,969.69      | \$ 28.46      | \$ 37.12       | \$ 42.69     | \$ 55.68       |
| 3 Year                                       | Base | \$ 85,161.07  | \$ 3,275.43      | \$ 31.39      | \$ 40.94       | \$ 47.09     | \$ 61.41       |
| 5 Year                                       | 5%   | \$ 89,420.48  | \$ 3,439.25      | \$ 32.96      | \$ 42.99       | \$ 49.44     | \$ 64.49       |
| 10 Year                                      | 7%   | \$ 91,129.67  | \$ 3,504.99      | \$ 33.59      | \$ 43.81       | \$ 50.39     | \$ 65.72       |
| 15 Year                                      | 9%   | \$ 92,838.86  | \$ 3,570.73      | \$ 34.22      | \$ 44.63       | \$ 51.33     | \$ 66.95       |
| 20 Year                                      | 14%  | \$ 97,071.14  | \$ 3,733.51      | \$ 35.78      | \$ 46.67       | \$ 53.67     | \$ 70.00       |
| 25 Year                                      | 15%  | \$ 97,939.30  | \$ 3,766.90      | \$ 36.10      | \$ 47.09       | \$ 54.15     | \$ 70.63       |
| <b>CAPTAIN</b>                               |      |               |                  |               |                |              |                |
| 3 Year                                       | Base | \$ 100,299.61 | \$ 3,857.68      | \$ 36.97      | \$ 48.22       | \$ 55.46     | \$ 72.33       |
| 5 Year                                       | 5%   | \$ 105,318.66 | \$ 4,050.72      | \$ 38.82      | \$ 50.63       | \$ 58.23     | \$ 75.95       |
| 10 Year                                      | 7%   | \$ 107,326.28 | \$ 4,127.93      | \$ 39.56      | \$ 51.60       | \$ 59.34     | \$ 77.40       |
| 15 Year                                      | 9%   | \$ 109,333.90 | \$ 4,205.15      | \$ 40.30      | \$ 52.56       | \$ 60.45     | \$ 78.85       |
| 20 Year                                      | 14%  | \$ 114,352.95 | \$ 4,398.19      | \$ 42.15      | \$ 54.98       | \$ 63.23     | \$ 82.47       |
| 25 Year                                      | 15%  | \$ 115,356.76 | \$ 4,436.80      | \$ 42.52      | \$ 55.46       | \$ 63.78     | \$ 83.19       |

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

## APPENDIX D – WAGE TABLE May 1, 2023

| <b>IAFF LOCAL 49 SALARY SCHEDULE</b>         |      |               |                  |               |                |              |                |
|--|------|---------------|------------------|---------------|----------------|--------------|----------------|
| <b>Effective May 1, 2023</b>                 |      |               |                  |               |                |              |                |
| 2.25   |      |               |                  |               |                |              |                |
|  |      | <b>Annual</b> |                  | <b>Shift</b>  | <b>40 Hour</b> | <b>Shift</b> | <b>40 Hour</b> |
|  |      | <b>Base</b>   | <b>Bi-Weekly</b> | <b>Hourly</b> | <b>Hourly</b>  | <b>OT</b>    | <b>OT</b>      |
| <b>FIREFIGHTER – EMT – I</b>                 |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 62,534.65  | \$ 2,405.18      | \$ 23.05      | \$ 30.06       | \$ 34.58     | \$ 45.10       |
| 1 Year                                       |      | \$ 72,138.67  | \$ 2,774.56      | \$ 26.59      | \$ 34.68       | \$ 39.89     | \$ 52.02       |
| 2 Year                                       |      | \$ 77,401.89  | \$ 2,977.00      | \$ 28.53      | \$ 37.21       | \$ 42.80     | \$ 55.82       |
| 3 Year                                       | Base | \$ 85,405.24  | \$ 3,284.82      | \$ 31.48      | \$ 41.06       | \$ 47.22     | \$ 61.59       |
| 5 Year                                       | 5%   | \$ 89,664.65  | \$ 3,448.64      | \$ 33.05      | \$ 43.11       | \$ 49.58     | \$ 64.66       |
| 10 Year                                      | 7%   | \$ 91,373.84  | \$ 3,514.38      | \$ 33.68      | \$ 43.93       | \$ 50.52     | \$ 65.89       |
| 15 Year                                      | 9%   | \$ 93,083.03  | \$ 3,580.12      | \$ 34.31      | \$ 44.75       | \$ 51.47     | \$ 67.13       |
| 20 Year                                      | 14%  | \$ 97,369.57  | \$ 3,744.98      | \$ 35.89      | \$ 46.81       | \$ 53.84     | \$ 70.22       |
| 25 Year                                      | 15%  | \$ 98,210.60  | \$ 3,777.33      | \$ 36.20      | \$ 47.22       | \$ 54.30     | \$ 70.82       |
| <b>FIREFIGHTER/PARAMEDIC &amp; ENGINEER*</b> |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 63,809.76  | \$ 2,454.22      | \$ 23.52      | \$ 30.68       | \$ 35.28     | \$ 46.02       |
| 1 Year                                       |      | \$ 73,522.30  | \$ 2,827.78      | \$ 27.10      | \$ 35.35       | \$ 40.65     | \$ 53.02       |
| 2 Year                                       |      | \$ 78,948.30  | \$ 3,036.47      | \$ 29.10      | \$ 37.96       | \$ 43.65     | \$ 56.93       |
| 3 Year                                       | Base | \$ 87,087.30  | \$ 3,349.51      | \$ 32.10      | \$ 41.87       | \$ 48.15     | \$ 62.80       |
| 5 Year                                       | 5%   | \$ 91,455.23  | \$ 3,517.51      | \$ 33.71      | \$ 43.97       | \$ 50.57     | \$ 65.95       |
| 10 Year                                      | 7%   | \$ 93,191.55  | \$ 3,584.29      | \$ 34.35      | \$ 44.80       | \$ 51.53     | \$ 67.21       |
| 15 Year                                      | 9%   | \$ 94,927.87  | \$ 3,651.07      | \$ 34.99      | \$ 45.64       | \$ 52.49     | \$ 68.46       |
| 20 Year                                      | 14%  | \$ 99,268.67  | \$ 3,818.03      | \$ 36.59      | \$ 47.73       | \$ 54.89     | \$ 71.59       |
| 25 Year                                      | 15%  | \$ 100,163.96 | \$ 3,852.46      | \$ 36.92      | \$ 48.16       | \$ 55.38     | \$ 72.23       |
| <b>CAPTAIN</b>                               |      |               |                  |               |                |              |                |
| 3 Year                                       | Base | \$ 102,551.40 | \$ 3,944.28      | \$ 37.80      | \$ 49.30       | \$ 56.70     | \$ 73.96       |
| 5 Year                                       | 5%   | \$ 107,678.97 | \$ 4,141.50      | \$ 39.69      | \$ 51.77       | \$ 59.54     | \$ 77.65       |
| 10 Year                                      | 7%   | \$ 109,740.85 | \$ 4,220.80      | \$ 40.45      | \$ 52.76       | \$ 60.68     | \$ 79.14       |
| 15 Year                                      | 9%   | \$ 111,775.60 | \$ 4,299.06      | \$ 41.20      | \$ 53.74       | \$ 61.80     | \$ 80.61       |
| 20 Year                                      | 14%  | \$ 116,903.17 | \$ 4,496.28      | \$ 43.09      | \$ 56.20       | \$ 64.64     | \$ 84.31       |
| 25 Year                                      | 15%  | \$ 117,934.11 | \$ 4,535.93      | \$ 43.47      | \$ 56.70       | \$ 65.21     | \$ 85.05       |

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

## APPENDIX E – WAGE TABLE May 1, 2024

| <b>IAFF LOCAL 49 SALARY SCHEDULE</b>         |      |               |                  |               |                |              |                |
|--|------|---------------|------------------|---------------|----------------|--------------|----------------|
| <b>Effective May 1, 2024</b>                 |      |               |                  |               |                |              |                |
| 2.25   |      |               |                  |               |                |              |                |
|  |      | <b>Annual</b> |                  | <b>Shift</b>  | <b>40 Hour</b> | <b>Shift</b> | <b>40 Hour</b> |
|  |      | <b>Base</b>   | <b>Bi-Weekly</b> | <b>Hourly</b> | <b>Hourly</b>  | <b>OT</b>    | <b>OT</b>      |
| <b>FIREFIGHTER – EMT – I</b>                 |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 63,945.41  | \$ 2,459.44      | \$ 23.57      | \$ 30.74       | \$ 35.36     | \$ 46.11       |
| 1 Year                                       |      | \$ 73,766.47  | \$ 2,837.17      | \$ 27.19      | \$ 35.46       | \$ 40.79     | \$ 53.20       |
| 2 Year                                       |      | \$ 79,138.21  | \$ 3,043.78      | \$ 29.17      | \$ 38.05       | \$ 43.76     | \$ 57.07       |
| 3 Year                                       | Base | \$ 87,331.47  | \$ 3,358.90      | \$ 32.19      | \$ 41.99       | \$ 48.29     | \$ 62.98       |
| 5 Year                                       | 5%   | \$ 91,699.40  | \$ 3,526.90      | \$ 33.80      | \$ 44.09       | \$ 50.70     | \$ 66.13       |
| 10 Year                                      | 7%   | \$ 93,435.72  | \$ 3,593.68      | \$ 34.44      | \$ 44.92       | \$ 51.66     | \$ 67.38       |
| 15 Year                                      | 9%   | \$ 95,199.17  | \$ 3,661.51      | \$ 35.09      | \$ 45.77       | \$ 52.64     | \$ 68.65       |
| 20 Year                                      | 14%  | \$ 99,567.10  | \$ 3,829.50      | \$ 36.70      | \$ 47.87       | \$ 55.05     | \$ 71.80       |
| 25 Year                                      | 15%  | \$ 100,435.26 | \$ 3,862.89      | \$ 37.02      | \$ 48.29       | \$ 55.53     | \$ 72.43       |
| <b>FIREFIGHTER/PARAMEDIC &amp; ENGINEER*</b> |      |               |                  |               |                |              |                |
| Probationary                                 |      | \$ 65,247.65  | \$ 2,509.53      | \$ 24.05      | \$ 31.37       | \$ 36.08     | \$ 47.05       |
| 1 Year                                       |      | \$ 75,177.23  | \$ 2,891.43      | \$ 27.71      | \$ 36.14       | \$ 41.57     | \$ 54.21       |
| 2 Year                                       |      | \$ 80,711.75  | \$ 3,104.30      | \$ 29.75      | \$ 38.80       | \$ 44.63     | \$ 58.21       |
| 3 Year                                       | Base | \$ 89,040.66  | \$ 3,424.64      | \$ 32.82      | \$ 42.81       | \$ 49.23     | \$ 64.21       |
| 5 Year                                       | 5%   | \$ 93,489.98  | \$ 3,595.77      | \$ 34.46      | \$ 44.95       | \$ 51.69     | \$ 67.42       |
| 10 Year                                      | 7%   | \$ 95,280.56  | \$ 3,664.64      | \$ 35.12      | \$ 45.81       | \$ 52.68     | \$ 68.71       |
| 15 Year                                      | 9%   | \$ 97,044.01  | \$ 3,732.46      | \$ 35.77      | \$ 46.66       | \$ 53.66     | \$ 69.98       |
| 20 Year                                      | 14%  | \$ 101,493.33 | \$ 3,903.59      | \$ 37.41      | \$ 48.79       | \$ 56.12     | \$ 73.19       |
| 25 Year                                      | 15%  | \$ 102,388.62 | \$ 3,938.02      | \$ 37.74      | \$ 49.23       | \$ 56.61     | \$ 73.84       |
| <b>CAPTAIN</b>                               |      |               |                  |               |                |              |                |
| 3 Year                                       | Base | \$ 104,857.45 | \$ 4,032.98      | \$ 38.65      | \$ 50.41       | \$ 57.98     | \$ 75.62       |
| 5 Year                                       | 5%   | \$ 110,093.54 | \$ 4,234.37      | \$ 40.58      | \$ 52.93       | \$ 60.87     | \$ 79.39       |
| 10 Year                                      | 7%   | \$ 112,209.68 | \$ 4,315.76      | \$ 41.36      | \$ 53.95       | \$ 62.04     | \$ 80.92       |
| 15 Year                                      | 9%   | \$ 114,298.69 | \$ 4,396.10      | \$ 42.13      | \$ 54.95       | \$ 63.20     | \$ 82.43       |
| 20 Year                                      | 14%  | \$ 119,534.78 | \$ 4,597.49      | \$ 44.06      | \$ 57.47       | \$ 66.09     | \$ 86.20       |
| 25 Year                                      | 15%  | \$ 120,592.85 | \$ 4,638.19      | \$ 44.45      | \$ 57.98       | \$ 66.68     | \$ 86.97       |

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