

RESOLUTION NO. 013 -2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTAWA AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 523

WHEREAS, the current Collective Bargaining Agreement between the City of Ottawa and the International Association of Firefighters Local 523 expires on April 30, 2024, and

WHEREAS, the City of Ottawa and the International Association of Firefighters Local 523 have reached an agreement for a successor Collective Bargaining Agreement for three (3) years commencing May 1, 2024 and ending April 30, 2027, and

WHEREAS, the approval of the Collective Bargaining Agreement is in the best interest of the City of Ottawa.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OTTAWA, ILLINOIS, AS FOLLOWS:

Section One: That the foregoing recitals are incorporated herein by reference as if set forth verbatim.

Section Two: The Collective Bargaining Agreement between the City of Ottawa and the International Association of Firefighters Local 523 for a three (3) year term commencing May 1, 2024 and ending April 30, 2027, be and the same is hereby approved and ratified, and the Mayor of the City of Ottawa is authorized and directed to execute said agreement, a copy of which is attached hereto and incorporated herein by reference.

Section Three: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section Four: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

	Aye	Nay	Absent
Commissioner Eichelkraut	<u>X</u>	_____	_____
Commissioner Ganiere	<u>X</u>	_____	_____
Commissioner Pearson	<u>X</u>	_____	_____
Commissioner Barron	<u>X</u>	_____	_____
Mayor Hasty	<u>X</u>	_____	_____

PASSED and APPROVED this 20th day of February 2024.



Robert Hasty, Mayor

ATTEST:



Shelly L. Munks, City Clerk

LABOR AGREEMENT
BETWEEN
THE CITY OF OTTAWA, ILLINOIS
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 523
OTTAWA, ILLINOIS 61350

DATED: February 20, 2024

EFFECTIVE: May 1, 2024, to April 30, 2027

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ARTICLE 1–PREAMBLE

This Agreement is entered into by and between the CITY OF OTTAWA, ILLINOIS, hereinafter referred to as the CITY and LOCAL 523, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION. It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and conditions of employment.

ARTICE 2–RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time Fire Fighters, Lieutenants, and Captains of the City of Ottawa Fire Department, excluding the Fire Chief and Deputy Fire Chief for the purpose of collective bargaining and the establishment of a written labor agreement.

ARTICLE 3–UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the City against any employee for their activity on behalf of, or membership in, the Union.

ARTICLE 4-MANAGEMENT RIGHTS

It is recognized the City has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department in all 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 operations and services of the Fire Department; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; 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. Disciplinary actions and personnel actions shall be in accordance with applicable laws, including those pertaining to the Board of Fire and Police Commissioners; or as otherwise set forth in this agreement.

ARTICLE 5-RESIDENCY REQUIREMENTS

There are no residency requirements imposed on current or future employees covered by this agreement as incorporated from the Side Letter Agreement dated June 15, 2022.

ARTICLE 6-SENIORITY

Section 6.1-Definition of Seniority

Seniority shall be based on the length of time from the last date beginning continuous full-time employment as a sworn or commissioned fire fighter in the Fire Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences or authorized unpaid leaves of absence for thirty (30) days or more which are granted at the discretion of the City. The City may, at its option and in its discretion, reinstate previously accrued seniority to a non-probationary employee who resigns and is subsequently rehired within less than one (1) year by the City into the same position. Conflicts of seniority shall be determined based on the order of the employees on the Board of Fire and Police Commissioner's hiring list, with the Fire Fighter higher on the list being the more senior.

Section 6.2-Probationary Period

All new employees, and those hired after loss of all seniority, shall be considered probationary employees until they have completed a probationary period of 12 months of work. Any probationary employee hired after the effective date of this agreement shall be eligible for any educational differential under Article 8, Section 8.6(b) during the first 12 months of probation.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this agreement. A probationary employee may be dismissed from employment at any time, with or without cause during the first year of employment.

Section 6.3-Seniority List

On or before January 1st of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The Fire Chief or his designee shall post a copy of the seniority list at the central Fire Station for at least thirty (30) days. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing on or before the 1st day of February.

Section 6.4-Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- A. Quits or otherwise abandons the job.
- B. Is discharged with just cause.
- C. Retires or is retired.

Section 6.5-Personnel Reduction

The City, in its discretion for bona fide financial reasons, may layoff personnel. If it is determined layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Compiled Statutes (65 ILCS 10-2.1-18). Prior to initiating any layoffs, the City shall provide sixty (60) days of written notification to the Union and an opportunity for consultation.

Employees who are laid off shall be placed on a recall list for a period of sixty (60) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Fire Chief or his designee of his intention to return to work within thirty-five (35) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the obligation and responsibility of the employee to provide the Fire Chief or his designee with their latest mailing address. If an employee fails to timely respond to a recall notice and/or if an employee fails to report for work at the time prescribed in the notice of recall, then the employee's name shall be removed from the recall list. Laid-off employees shall be notified and afforded an opportunity to attend all educational opportunities to maintain all required certifications. However, employees who are unable to attend said educational opportunities shall, upon reemployment, be entitled to all educational opportunities to regain any and all lost certifications previously held at the expense of the City.

ARTICLE 7—GRIEVANCE PROCEDURE

Section 7.1-Definition

Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner:

Section 7.2-Procedure

Step 1-

The Union, with or without the concerned employee, may submit a grievance in writing to the Chief or in his absence the Deputy Chief. All grievance(s) or dispute(s) must be submitted within fourteen (14) working days of the occurrence giving rise to the grievance or dispute, or within fourteen (14) working days after the employee or the Union, using reasonable diligence should have obtained knowledge of the occurrence first giving rise to the grievance or dispute. The Chief shall attempt to adjust the grievance at that time and render the written answer of the City, with copies to the Union and/or the grievant, within fourteen (14) working days after receipt of the grievance.

Step 2-

If the grievance is not settled at Step 1, the grievance may be submitted, in writing, by the Union with or without a concerned employee, to the Commissioner of Public Health and Safety within fourteen (14) working days who shall render the written answer of the City, with copies to the Union and/or grievant, with fourteen (14) working days after the receipt of the grievance.

Step 3-

If the grievance is not settled at Step 2, the grievance may be submitted in writing, by the Union with or without a concerned employee, within fourteen (14) working days to the City Council and the City Attorney who shall render the written answer of the City, with copies to the Union and/or grievant, within (14) working days after the receipt of the grievance.

Step 4-

If the grievance is not settled in Step 3, the grievance may be submitted to arbitration by either of the parties (Union or City) upon notice to the other party. Said notice shall be given within twenty (20) working days of the receipt on the Step 3 response.

Section 7.3-Arbitration Process

The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within fourteen (14) working days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois. Both the City and the Union shall have the right to strike three (3) names from the list. The parties, by tossing a coin, shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by FMCS of their selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation, administration or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the City and the Union within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely on the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance/dispute presented. Subject to the arbitrator's compliance with the provisions of this section, the decision of the arbitrator shall be final and binding.

Section 7.4-Fees and Expenses

The fees and expenses of the arbitrator shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and

witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 7.5-Investigation

Necessary investigation and processing of the grievance may be done during working hours by Union stewards, representatives, and grievance committee members if such activities do not interfere with the normal Fire Department operations.

Section 7.6-Time Limits

The time limits set forth in this article for the filing and processing of grievances through arbitration are of the essence and may be extended only by mutual written consent of the parties. Consequently, if a grievance is not presented by the Union within the time limits set forth above, it shall be considered waived and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled based on the City's last answer or action. If the City does not answer a grievance or an appeal thereof within the specified time limits or does not hold an anticipated meeting pursuant to this provision, the grievance shall be treated as if it had been denied by the City and it may be advanced to the next step in the grievance procedure.

Section 7.7-Representation

A Union representative/steward shall be defined as an elected member of the Union's executive board, or a person appointed by the executive board. The names of all current representatives/stewards shall be provided in writing to the City annually.

Any Union representative whose participation in grievance meetings held pursuant to the provision of this article shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with emergency operations of the Fire Department.

ARTICLE 8-WAGES AND OTHER COMPENSATION

Section 8.1-Salaries

The salary schedule is set out and attached as Appendix 1, which shall form a part of, and be subject to all the provisions of this agreement. The salary of each employee and all other forms of monetary compensation shall be directly deposited to a bank or other financial institution as designated by the employee. The employee may designate up to five (5) banks or financial

institutions, not including deferred compensation. Said deposit of the compensation shall be completed by 8:30 a.m. on the Friday after the pay period ends. All transfer pay shall be paid bi-weekly.

Section 8.2A-Overtime

In the event a need for overtime occurs in the Fire Department, overtime shall accrue to members of the bargaining unit, and shall be mandatory. The employee shall be paid at the rate of two (2) times the base rate for at least two (2) hours for each occurrence for all time worked in excess of his regularly scheduled hours of work. All overtime shall be distributed and rotated equally among employees. The City agrees to maintain a log to show the time of call and response from each person called as to whether it was accepted, refused, no answer, sick vacation, or on duty. This log shall be maintained for one year.

All off duty bargaining unit members shall be called in for fire fighter's duties before or at the same time mutual aid is called. Specialized equipment and manpower to run the equipment and/or specialized manpower teams such as Hazardous Materials Teams, Technical Rescue Teams, and other assistance for non-fire fighter's duties may be called at any time when assistance is deemed necessary without the full call back of all bargaining unit members.

The taking of any compensated time off or trading of time shall not reduce the employee's hours of work for overtime purposes.

Employees approved by the Chief to participate in specialized teams, such as but not limited to: Hazardous Materials, Technical Rescue, Water Rescue, or High Angle Rescue, shall be paid at their overtime rate for all off-duty hours spent in mandatory meetings, training, and responding to emergencies, and compensatory time shall not be available. Furthermore, any overtime that is the result of an incident where the City will be reimbursed for said overtime by an agency other than the City shall be paid in cash only and compensatory time shall not be available.

Section 8.2B-Overtime Procedures-REMOVED WITH THIS CONTRACT

Section 8.2.1-Comp-Time Bank

Any employee eligible for overtime pay shall receive, at their option, in lieu of overtime compensation, two (2) hours of comp-time per hour of overtime. The option to receive comp-time shall not apply when the overtime is the result of another employee receiving comp-time off. Any comp-time not used in the fiscal year in which it was earned may be cashed in quarterly or carried over to the following fiscal year. Employee cash-in requests shall be made on or before July 15, October 15, January 15, or April 15 and the City shall make payment for said comp-time the last pay of the fiscal quarter. The maximum accrual of comp-time shall be two-

hundred-eighty-eight (288) hours. Employees who have more than 288 hours of comp-time will be required to draw down those hours to 288 before they are allowed to accumulate any additional comp-time hours. Upon retirement, or separation, the City shall buy back all the employees accrued comp-time to a maximum of four hundred eighty (480) hours. Comp-time may be taken at any time. Comp-time may only be used in six (6) or more hour increments. Only one employee at a time shall be permitted off on comp-time. However, if there is only one employee off on holiday, a vacation day, Kelly day, or comp day then two (2) employees shall be allowed off on comp-time. In any event, comp-time shall not be granted unless an employee is available to cover such time.

Section 8.3-Holdover

Members covered by this agreement shall be offered overtime on a voluntary basis.

In the event there are no bargaining unit members voluntarily accepting the overtime, bargaining unit member(s) may be forced to work in order to cover the time needed to satisfy minimum staffing requirements.

The City and Union agree the allocation of filling of overtime is a subject of mandatory bargaining. Effective at the signing of this agreement, the former language in the contract dated June 2021 contained in Section 8.2B-Overtime Procedures shall be installed in Department SOP 206.00, or any applicable SOP number thereafter, and shall be subject to any changes mutually agreed upon by both parties to accommodate any changes in the procedures for filling overtime.

Section 8.4-Longevity

~~A. All full time employees of the Fire Department shall be entitled to and paid Three Hundred Fifty Dollars (\$350.00) annual longevity increment for every year of service, up to a maximum of twenty five years.~~

Years of service to be computed as follows:

Commencing from the anniversary date of employment to the current fiscal year, if an employee has eighteen (18) months or more service, it shall be counted as two (2) years; if less than eighteen (18) months, it shall be counted as one (1) year for a person with a minimum of one (1) years' service.

~~All longevity increases shall be added to the employees' base pay for pension purposes overtime calculations. Longevity shall be paid in six (26) equal payments beginning with the first pay period in May of each year.~~

~~Once the original computation is made, each fiscal year thereafter shall be counted as an additional year of longevity.~~

- A. Effective at signing the longevity increment, pay incentives shall be added into the base wages. Lined out paragraphs remain only to memorialize changes made.
- B. Bargaining unit members shall be granted an additional increase of longevity of twenty (20%) percent over the member's current total rate of pensionable pay for two (2) pay periods immediately following the date of eligibility. Eligible members are those who have attained a minimum of twenty (20) years of service and a minimum age of fifty (50). (This language automatically terminates for all members with retirement dates of January 1, 2027, or later.)

If at any time the City of Ottawa is required to levy taxes in excess of five percent (5%) of the previous year's tax levy for fire pension as a result of retirement(s) under this section, the Union is required to re-open the issue and bargain it collectively with the City within thirty (30) days of receipt of the letter from the City indicating a tax levy increase in excess of five percent (5%) is required.

- C. Paragraph B and the twenty (20%) percent over the member's current total rate of pensionable pay for two (2) pay periods immediately following the date of eligibility hereby automatically terminates for all members with retirement dates of January 1, 2027, or later. Any member who retires on January 1, 2027, or later will not receive the twenty (20%) percent longevity payment provided for paragraph B and instead will be permitted to participate in the voluntary retirement program set forth in Article 12, Section 12.4.
- D. Any member whose retirement date is between the signing of this agreement and January 1, 2027, will be permitted to choose between the twenty (20%) percent longevity payment provided for in paragraph B above or the voluntary retirement program set forth in Article 12, Section 12.4. The member must inform the City upon their notice of retirement which benefit the member chooses to receive, either the twenty (20%) percent longevity payment or the voluntary retirement program.
- E. Effective at signing the longevity increment identified is eliminated and is part of the May 1, 2024, base wage increases as identified in Appendix A. ~~Pay incentives shall be added into the base wages.~~ Lined out sentences remain only to memorialize changes made.

Section 8.5-Working Out of Classification

A. Acting Lieutenant

A fire fighter who is required to accept the responsibilities and carries out the duties of a Lieutenant shall be paid at the rate of the rank of Lieutenant for each hour said fire fighter is an acting Lieutenant. The acting Lieutenant position will be taken from the final eligibility roster,

who ranked the highest on the eligibility roster and is working, if no one is on the eligibility roster, it will then be assigned to the most senior fire fighter assigned at the station in which the position is needed. Fire fighters shall have the right to refuse the acting Lieutenant position. If everyone eligible refuses the acting Lieutenant position, then the Chief, Deputy Chief, or on duty Captain shall assign an acting Lieutenant position.

B. Acting Captain

A Lieutenant who is required to accept the responsibilities and carries out the duties of a Captain shall not receive any additional compensation for said time said Lieutenant was an acting Captain.

Section 8.6-Educational Differential

In addition to the wage rates established in this agreement the City shall pay premium pay for successful completion of credit hours and degrees offered in fire science, provided notice is given to the Fire Chief or his designee at least seven (7) days in advance of taking the course.

Subsection 8.6a-Rates of Pay

One-and one-half percent (1.5%) of base salary per year for successful completion of the Illinois Fire Marshal's Certified Fire Officer One program or provisional Fire Officer One certification. Effective upon ratification, any member currently collecting the Fire Officer I incentive shall continue to receive that incentive. However, due to OSFM certification changes, if an amount of two hundred (200) class hours are successfully completed, 1.5% shall be added to the base salary per year. All classes applicable to this rate of pay shall either be sanctioned through the Illinois OSFM, or instructed by IFSI, NIPSTA, or Romeoville Fire Academy, with approval of the Fire Chief or his designee. Class hours from other rates of pay shall not be applicable to this total. (i.e., FAE, Advanced Fire Fighter, hours shall not be applicable to this rate of pay.) Any classes utilized for the previous pay rate shall not be applicable.

Two percent (2%) of base salary per year for successful completion of classes required for the Illinois State Fire Marshal's Certified Fire Officer Two program or provisional Fire Officer Two certification, provided the employee has been continuously employed in the Ottawa Fire Department for not less than six (6) years or one (1) year after attaining the rank of Lieutenant, which ever shall occur first. Any member currently collecting the Fire Officer II incentive shall continue to receive that incentive. However, due to OSFM certification changes, if an amount of one-hundred-sixty (160) class hours are successfully completed, two percent (2%) shall be added to the base salary per year. General education classes shall not be applicable to this rate of pay. All classes applicable to this rate of pay shall either be sanctioned through the Illinois OSFM, or instructed by IFSI, NIPSTA, or Romeoville Fire Academy, with approval of the Fire Chief or his designee. Class hours from other rates of pay shall not be applicable to this

total. (i.e., FAE and Advanced Fire fighter hours shall not be applicable to this rate of pay.) Any classes utilized for the previous pay rate shall not be applicable.

Any member currently collecting the Fire Officer I or Fire Officer II incentives shall not be eligible to collect an additional one-and-one-half percent (1.5%) or two percent (2%) for the substituted classes.

Three percent (3%) of base salary per year for an associate degree with a concentration on fire administration, fire science technology, fire science/engineering, or emergency medical services.

Any member of the Fire Department who has attained or who attains a bachelor's degree from an accredited school will be entitled minimally to additional compensation in the amount of 2% of their base wage. If said employee receives a bachelor's degree with a concentration on fire administration, fire science technology, or fire science/engineering, that employee shall receive a three percent (3%) of base salary per year for a bachelor's degree with a concentration on fire administration, fire science technology, or fire science/engineering. (Note: An employee with a bachelor's degree and an associate degree shall receive a total of five percent (5%) to six percent (6%) depending on the particular degree. For example, a bachelor's degree in education plus an associate degree in fire science is worth five percent (5%). A bachelor's degree in fire service administration is worth six percent (6%). (The employee cannot receive more than five percent to six percent respectively for a combination of an associate or bachelor's degree.)

All premium pay increases shall be added to the employees' base pay for pension purposes and overtime calculations.

Subsection 8.6b-Education Reimbursement

The City will reimburse eligible non-probationary employees for tuition, fees, books, transportation, and room and board upon successful completion of courses related to the fire service, rescue, and emergency medical areas and for courses necessary to complete degrees in these areas. Reimbursement for courses in areas of general education (i.e., English, Science, etc.) are not permitted. To be eligible for reimbursement, the employee must: 1) obtain the advance approval of the Fire Chief before taking the course, which such approval shall not be unreasonably withheld; 2) complete the course with a passing grade, "passing grade" means a "C" or better for classes that provide a letter grade, "P" for classes that are pass/fail, and a certificate of completion for classes that do not give grades; and 3) provide such documentation as may be requested by the City to verify costs, course completion and grade. Such courses shall be limited to the continental United States.

Notwithstanding the foregoing, no employee shall be eligible for tuition, and reimbursement fees of more than three thousand dollars (\$3,000.00) during any fiscal year. An

employee approved to attend a course but can no longer attend the course at the direction of the City shall not be responsible for any tuition, fees, books, transportation, and room and board.

Subsection 8.6c-Training Hours

The City will provide up to 96 training hours each calendar year for employees.

The training hours can only be used for the attendance of an approved course related to the fire service, rescue, and emergency medical areas while on-duty during the employee's regular scheduled work hours. The Chief may designate the courses and times an employee can use their training hours. An employee may request to attend an approved fire service, rescue, and emergency medical training during the employee's regular scheduled work hours.

The Chief may approve or deny the employee's request to attend the training considering shift manpower needs, minimum staffing, or any other factors the Chief considers relevant. The Chief may also approve or deny an employee's request to attend a scheduled training outside of the employee's normal working hours.

If an employee is approved to attend a scheduled training, the employee's work hours will not change on the date of the approved training. The employee's work duties on that date will be to attend the approved scheduled training. The employee will be compensated at his regular rate and the hours will be deducted from his training hours. If any approved on-duty training exceeds an employee's allotted training hours, the employee must utilize vacation time, comp-time, or shift switching pursuant to Section 9.2 for any on-duty hours not covered by training hours. Unused training hours are non-cumulative and will not be rolled into the following calendar year.

Employees required to attend mandatory EMS license certification training sessions outside of their regularly scheduled work hours shall be paid, in cash only, two times their regular rate of pay for all time required to attend the mandatory training session(s) subject to a minimum two (2) hours call-in.

Section 8.7-EMT-I Premium

Effective with the June 2021 contract EMT-I Premium was added to each step in Appendix A creating a new base wage.

Section 8.8-EMT-Premium

Effective with the June 2021 contract EMT-P Premium was added to each step in Appendix A creating a new base wage.

While EMT-P certification is a condition of employment, any current employee not certified as an EMT-P will receive a reduction of 0.037037 (1-104/108) of the base wage of a seven-year fire fighter's wage.

Note: To determine an employee's years of service for the above wage schedule, the same method used to calculate an employee's years of longevity as addressed in Section 8.4A will be used.

Section 8.9A-Special Duty Ambulance

There are numerous occasions where an entity (e.g., hospital, school, business, government agency) or a private individual requests the services of a fire fighter for a specific purpose associated with that entity or individual. This may involve running BLS, ILS, and ALS transfers from hospitals, clinics, and nursing homes.

The City of Ottawa has determined it is in the best interests of the City to have these special assignments arranged through the City. By agreement, the City of Ottawa and the Ottawa Firefighter's IAFF Local #523 adopt the following procedures pursuant to Section 9(g)(2), 29 U.S.C. 207(g)(2) of the Fair Labor Standards Act to facilitate this:

- A. Request for service will be made to the Fire Chief or Chief's designee such as Shift Commander.
- B. Request will be evaluated and approved or disapproved by the Fire Chief or the Chief's designee.
- C. Approved work will be offered to the fire fighters on an equitable basis. All work which is reoccurring in nature shall be scheduled.
- D. This work is offered on a voluntary basis. No fire fighter will be forced to work special assignments.
- E. This work is approved by the City and the fire fighter working the special assignment will be covered by the City's normal liability and worker's compensation insurance coverage.
- F. The fire fighter will be paid in a bi-weekly regular payroll check.
- G. The hourly rate for transfer work will be the hourly overtime rate for the employee and shall be paid from the time the employee is called in to the time the employees are released from service. The City shall pay double time rate for transfers from Friday at 1847 through Monday at 0645. All calls 0-14.9 miles is a minimum of two hours of pay then hour for hour pay after the mileage minimum. All calls between 15-39.9 miles are based on a minimum of three hours and then hour for hour pay after the mileage minimum. Any call between 40 and 59.9 miles is based on a minimum of 4 hours of pay then hour for hour pay after the mileage minimum. Any call between 60 miles and 99.9 miles is based on 5 hours of pay and then hour for hour pay after the mileage minimum. Any call over 100 miles shall be a minimum of five hours of pay and then hour for hour pay after the mileage minimum. All observed holidays found in section 10.2 of the collective bargaining agreement will be paid at double time unless it is a weekend, in which case the hourly rate of pay shall not increase over the double time rate.
- H. Scheduled on duty shift personnel shall not be used to supplement special duties such as transfers.

- I. The City and Ottawa Firefighter's IAFF Local #523 will work together to solve any unforeseen problems which may arise as a result of this procedure. Any meeting with an outside entity concerning transfers shall also have the Union President or his designee in attendance.
- J. Sworn members working transfer detail are working as fire fighters for the City of Ottawa and have all the rights and responsibilities attached hereto, including adherence to all rules and regulations of the Ottawa Fire Department. The Union would agree to allow the Fire Chief and/or Deputy Chief to work transfer detail.
- K. The City reserves the right to discontinue the transfer service at any time, in its absolute discretion.

ARTICLE 9-HOURS OF WORK

Section 9.1-Hours

Platoon Duty Employees covered by the terms of this agreement who work within the Fire Department shall be assigned to regular platoon duty shifts. The regular hours of duty shall be twenty-four (24) consecutive hours on-duty, starting at 0645 and ending the following 0645. The on-duty tour of duty shall be followed by forty-eight (48) consecutive hours off-duty. However, effective January 1st, 2013, a 48/96 schedule will be adopted for a period of one year beginning January 1st, 2013, and ending January 1st, 2014, at 0645. Another vote will be held to either make the 48/96 a permanent schedule or revert back to the traditional 24/48 schedule. This vote on making the 48/96 a permanent schedule will take place during the first week of November 2013. If it is decided to revert back to the traditional 24/48, notice shall be provided to the City by the Union of such a change before November 14, 2013.

The 48/96 schedule consists of two (2) consecutive days on duty followed by four (4) consecutive days off duty. The 48/96 schedule remains a three (3) shift schedule maintaining the current shift structure of 1,2,3 shifts. Hours worked, overtime paid, and staffing remains the same.

If at any time the Fire Chief should determine that the 48/96 schedule compromises the safety of the department or the wellbeing of the City of Ottawa, the Chief may request it be terminated and the previous schedule (24/48) be re-implemented. Vacation, sick time, and holiday time shall be distributed in 24-hour increments. This means that if a person is sick for the first day of their tour, they may still come to work on the second day provided they are no longer ill. In addition, in order to receive an entire tour off they must utilize two days of compensated time off or acquire two separate trades.

Vacation and holidays shall be picked under the current system. The shift day will begin at 0645 hours.

Special Considerations

If a tour should happen to fall on both Christmas Eve and Christmas Day, the shift working 12/24 will flip flop with the shift working 12/23, meaning that instead of working 12/24 and 12/25 the shift will work 12/23 and 12/25 with the shift previously working 12/22 and 12/23 will work 12/22 and 12/24.

Effective January 1, 2025, employees shall receive nine (9) unpaid “Kelly Days” per year. The regular straight time and basic hourly rate of pay shall be determined and computed by dividing the employee’s annual salary by the scheduled hours of duty to which the employee is assigned. For twenty-four (24) hour shift employees the annual hours are 2706. The employee’s “Kelly Day” shall account for twelve (12) unpaid hours from each consecutive twenty-four (24) day work cycle. Thus, an employee assigned to twenty-four (24) hour shifts shall not be regularly scheduled to work more than one hundred-seventy-eight hours in his normal twenty-four (24) day work cycle. The annual hours shall be accomplished by the employee scheduling an unpaid kelly day not to exceed one (1) per month. Picking will be conducted by seniority, and employees will be allowed to schedule three (3) kelly days per round. Kelly days must be placed on the calendar prior to the picking of vacation days and cannot be held by the employee. Kelly days may not be scheduled by employees on Thanksgiving Day, Christmas Eve, and Christmas Day.

If an employee is promoted and/or transferred, the employee shall be in the “Kelly Day” schedule and work cycle of the employee who previously occupied the newly assigned position, (regardless of the date of his last “Kelly Day”). In the event that a bargaining unit member must involuntarily move shift, the bargaining unit member shall be notified prior to November 1st of the preceding year. Furthermore, the member shall have a minimum of forty-eight (48) consecutive hours off of duty prior to the beginning of their new shift.

Employees may trade scheduled “Kelly Days”. Employees who trade “Kelly Days” shall accept the responsibility for the equity of the trade. The City shall have no responsibility if the trade is not repaid, regardless of reason.

Section 9.2-Shift Switching

Employees shall be allowed shift switching if approval of both shift captains is granted. Approval shall not be unreasonably withheld.

An employee may have another employee substitute for them by performing in the same capacity for the employee’s twenty-four (24) hour work shift or a portion thereof, provided that the substitution does not interfere with the normal operation of the Fire Department, and subject to the approval of the shift Captain. This approval shall not be unreasonably withheld or denied. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute would otherwise be entitled to additional compensation, including overtime compensation. If a substitute employee works another employee’s scheduled work shift (or port of) then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was scheduled to work that shift. Repayment of shift exchanges shall be the responsibility of the employees only, and not the City.

Section 9.3-Time Worked

For purposes of this agreement, “time worked” shall include all time actually worked as well as time off for vacations, holidays, sickness, and personal hours.

Section 9.4-Floating Shift Employees-REMOVED WITH THIS CONTRACT

Section 9.5-Additional Scheduling Considerations

After the posting of vacation schedules, vacation and Kelly Days may be floated with the permission of the individual to alleviate a shift shortage.

ARTICLE 10-PAID LEAVES OF ABSENCE

Section 10.1-Vacation

Subsection 10.1a-One to Five Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than one (1) year but less than five (5) years on their anniversary date shall be entitled to five (5) 24-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1b-Five to Ten Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than five (5) years, but less than ten (10) years on their anniversary date shall be entitled to seven (7) 24-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1c-Ten to Fifteen Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than ten years, but less than fifteen (15) years on their anniversary date shall be entitled to nine (9) 24-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1d-Fifteen to Twenty Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than fifteen (15) years, but less than twenty (20) years on their anniversary date shall be entitled to eleven (11) twenty-four-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1e-Twenty to Twenty-Five Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than twenty (20) years, but less than twenty-five (25) years on their anniversary date shall be entitled to twelve (12) twenty-four-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1f-Twenty-Five to Thirty Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than twenty-five (25) years, but less than thirty (30) years on their anniversary date shall be entitled to thirteen (13) twenty-four-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Subsection 10.1g-Thirty or More Years

All Fire Department employees who have worked for the City of Ottawa as full-time employees more than thirty (30) years, on their anniversary date shall be entitled to fourteen (14) twenty-four-hour shifts as vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during the calendar year.)

Employees on vacation are not subject to call-back.

Section 10.2-Holidays

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

Easter Day	New Year's Day	Labor Day
Veteran's Day	Lincoln's Birthday	Thanksgiving Day
Good Friday	Employee's Birthday	Memorial Day
Christmas Eve	Christmas	Independence Day

Personnel working overtime on a holiday as identified in section 10.2 shall be paid three (3) times their hourly rate. The above holidays shall begin at 0645 hours on the actual date of the holiday and continue until 0645 hours the following day.

Employees scheduled to work a holiday may elect to take their holiday compensation as comp-time. For example, an employee who's regularly scheduled 24-hour shift falls on a holiday may elect to be compensated at straight-time for the holiday worked and elect to deposit 24 hours of comp-time in lieu of being compensated double time for working the holiday.

Section 10.3-Vacation & Holiday Scheduling

- A. Vacation days shift picking shall commence no later than December 1st of the preceding year the days are to be placed on the calendar. Vacation days shall be picked by seniority by shift in groups of up to five (5) days at a time. All sworn bargaining members shall pick up to five (5) vacation days in the first round of picking time. All sworn bargaining members shall pick up to five (5) vacation days in the second round, however, employees with 15 or more years of service shall pick up to six (6) days on their second round. Employees must pick on open days only in the first round. In no round may an officer

double up with another officer. In no event shall it be required to have an employee off on every shift. Sworn bargaining members shall be allowed, during the annual vacation shift picking to place up to two vacation days on open days, if there is not a Kelly day which would allow only one other vacation day to be placed on that aforementioned day.

- B. Vacations may be split in 12-hour increments if, after the picking of the calendar, there are days held back by the employee, and they may be placed on the calendar later in the year.
- C. Vacation days may be held back from any round but must be placed on the calendar. If they are held back from any one (1) round, then they can be placed in the later rounds as long as it does not exceed the total number of five (5) to six (6) depending on years of seniority.
- D. Vacation time shall be requested at least 24 hours in advance.

Section 10.3A-Special Holiday Scheduling

The picking of Thanksgiving Day, Christmas Eve Day, and Christmas Day shall be considered special pick days and shall be limited by the following picking procedure.

The designated number of employees allowed to place a vacation day on the calendar shall be assigned a special pick day through a rotating master list maintained cooperatively by the administration and Union and may pick the above holidays according to the rotating list. The employee shall elect to place a vacation day on the assigned day or turn it down. In the event the holiday pick was turned down, the day would remain open for regular vacation picking. The employee highest on the list for their shift shall, prior to picking any vacation days, declare their intention to pick the holiday and shall place a vacation day on that holiday prior to picking any other vacation days, and the employee then shall be rotated to the bottom of the holiday pick list and their special pick will come off their first round of their selection. The picking of the holiday shall not affect the employee's rights or method of picking other vacation days with the exception that it will reduce the number of vacation days available for said employee to pick by one.

The creation of the master list shall be in effect for the vacation picking starting in 2025. Any new employees will be placed at the bottom of the list.

Section 10.4-Sick Leave

Subsection 10.4a-Purpose

Sick leave with pay is a benefit to be used for the employee's own personal illness or personal disability, not a vested right, and does not extend to caring for ill or disabled family members or any other purpose. Employees shall be allowed to use any accumulated paid leave in lieu of unpaid Family Medical Leave Act leave for qualified FMLA leave of the employees.

Employees shall be allowed to use any accumulated paid leave, except sick leave, in lieu of unpaid FMLA leave for any qualified leave of a family member as defined in the FMLA.

However, an employee may use personal sick leave benefits provided by the City for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. An employee will be allowed to use personal sick leave benefits for absences due to illness, injury, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent up to the amount of personal sick leave benefits that would be accrued during six months of the employee's then current rate of entitlement.

Subsection 10.4b-Sick Leave Accumulation

Employees shall accumulate twenty-four (24) hours of sick leave per month. The maximum sick leave accrual is unlimited.

Subsection 10.4c-Verification of Sick Leave

Any sick time taken by an employee that is verified by a doctor, dentist, medical office, hospital, or clinic, or that is the result of a known or verified medical condition or illness will not be questioned or require further verification. If, however, an employee is absent for more than six (6) shifts without verification or a verifiable medical condition or illness, the employee shall provide written verification for all subsequent sick time taken in the calendar year. The failure to provide such verification shall result in loss of compensation for each unverified absence and may subject the employee to discipline.

Subsection 10.4d-Improper Sick Leave

Sick leave with pay is provided as a benefit in recognition that employees may contract various illnesses from time to time and their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Any employee who is absent from work and charges their time as sick leave and the Fire Chief determines that the employee was not sick or injured to such an extent as they would not be able to carry out their duties may be disciplined in the following manner by the Fire Chief.

First Incident	Written Reprimand
Second Incident	The Fire Chief may suspend the employee for a period of not to exceed three (3) shifts without pay.

Any Subsequent Incident The Fire Chief may suspend the employee for a period of three (3) shifts without pay or may file a written charge with the Fire and Police commissioner requesting suspension or discharge of the employee. Any subsequent suspension or written charge will be subject to the rights of the fire fighter and procedure set forth in 65 ILCS Section 10.2.1-17. ILL.Rev.Stat. and to the Rules and Regulations of the Fire and Police Commission.

Subsection 10.4e-Non-City Workers' Compensation

Any employee who is entitled to workers' or occupational disease compensation because of any injury or sickness incurred at another place of employment shall not be entitled to receive such sick leave pay if said employees is entitled to receive that form of remuneration.

Subsection 10.4f-On the Job Injury

Any "eligible employee" who suffers an injury in the line of duty which causes him to be unable to perform his duties shall be subject to the provisions of the Public Employee Disability Act 5 ILCS 345/1, as amended and the Illinois Workers Compensation Act 820 ILCS 305 et al.

Subsection 10.4g-Sick Leave Buy Back

Upon an employee's separation, the City will pay the retiring employee one-half (1/2) of his accumulated sick leave up to a maximum of four hundred eighty (480) hours. Compensation to be at the then straight hourly rate.

Subsection 10.4h-Catastrophic Sick Leave

An employee having exhausted all accumulated sick time, vacation time, comp-time, holiday time, and days coming may request up to an additional 288 hours of sick leave. The first 144 hours of said sick leave will be borrowed on the employee's anticipated sick time. The last 144 hours of said sick leave will be provided by the City. Such a request shall be made to the Local 523 Executive Board for recommendation. A committee consisting of the Mayor, The Fire Chief and the Local 523 President shall be appointed to review the request. This committee shall grant or deny such a request. The decision of the committee will be final with no appeal or grievance allowed. Catastrophic sick leave is not intended for an employee who repeatedly has abused accumulated sick leave. In the event an employee has been disciplined for the abuse of sick leave such discipline shall be removed from that employee's file after one year provided there has not been any additional abuse of sick leave within that year. In the event an employee leaves the Department prior to replacing the anticipated sick leave taken the employee shall reimburse the City. Catastrophic illness is a non-duty related illness or injury which would cause a fire fighter to be off for a period of time without pay, causing financial hardship.

Subsection 10.4i-Sick Time Bonus

Any employee covered by this agreement who utilizes less than 96 hours of sick time, but more than 48 hours of sick time in a calendar year, shall be entitled to 18 hours paid in straight time.

Any employee who utilizes any sick time but has not exceeded 48 hours of sick time in a calendar year, shall be entitled to 30 hours paid in straight time.

Any employee who does not utilize any sick time in a calendar year shall be entitled to 72 hours paid in straight time.

The entitlement to the sick time bonus shall not be effective until an employee has been employed for one (1) calendar year.

Subsection 10.4j-Substitution of Leave

Notwithstanding any other provision contained in this Article to the contrary, an approved leave of absence may not be converted, changed, or substituted for another or different form of paid leave.

Section 10.5-Bereavement Leave

Employees may apply for and shall be granted a leave of absence for a death in the immediate family if the employee attends the funeral. Employees are not allowed to “bank” bereavement days and use them at a later date. For purposes of this section, members of the immediate family shall be defined as an employee’s spouse, children, father, mother, sister, brother, grandparents, including great grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. The term “mother,” “father,” “children,” “sister,” and “brother” shall be deemed to include stepmother, father, child and step, half-sister, or brother, where the employee establishes to the satisfaction of the Fire Chief the relationship between the employee and the step relative is equivalent to that normally existing between an individual and a natural mother, father, child, sister, or brother. The duration of such leave shall be forty-eight (48) consecutive hours without loss of pay.

Notwithstanding any other provision of this agreement, should the need for a bereavement leave day occur when an employee is on a scheduled vacation day or off on comp-time said employee may substitute a bereavement day for the scheduled vacation day or comp-time and place the vacation day on the calendar at a later date subject to the provisions contained in Section 10.1 and provided that there are open slots available on the calendar (only one employee off on vacation day or Kelly day). Comp-time will be credited back to the employee’s comp-time bank.

Section 10.5A-Personal Leave

Employees will accrue two (2) personal days every calendar year and employees shall be allowed to carry no more than four (4) personal days from year to year. Effective upon

ratification of this agreement, employees will earn one (1) personal day, and accrual of personal days will occur January 1st of every year thereafter.

Section 10.6-Jury and Court Time

Employees called to jury duty shall, when such duty conflicts with their regular duty schedule, be released without loss of pay and/or benefits. In the event an employee is required, as a result of the performance of their duties as employee, to be a witness in a court or other legal proceeding, said employee shall be released from duty without loss of pay or benefits. Where an employee is off-duty and required to be a witness in a court or other legal proceeding, due to their duties as an employee, such time spent at such proceedings shall be paid at two (2) times the employee's rate of pay.

Section 10.7-Return to Duty/Limited Duty Status

When, due to temporary injury or illness, an employee is unable to perform their full and normal duties, per their job description, the employee may request to be assigned to a limited duty status, provided the employee is physically able to perform such limited duty and the employee's doctor releases the employee for such limited duty.

Limited Duty may consist of:

Answering telephones, entering reports into the computer, assisting the public, assisting with clerical duties, inspecting residential, commercial, and industrial buildings, any other duty assigned by the Shift Commander (Captain) or Fire Chief consistent with the employee's limited duty status.

At no time shall any employee on limited duty status perform on his own initiative or be ordered to perform by the Shift Commander (Captain) or Fire Chief any duty which would aggravate his injury or illness. The employee will be allowed any necessary time off during the day to continue any rehabilitation or medically required treatments and said time shall be counted as time worked and not deducted from the employee's sick leave bank.

Employees assigned to limited duty shall not be required to work on any holiday listed in Section 10.2 of this agreement or any previously scheduled day off.

For the purposes of this section, an employee who is on limited duty status shall be regarded as being assigned to his regular forty-eight (48) hour shift.

Employees off duty due to work-related injury are not subject to this provision.

ARTICLE 11-MEDICAL, HOSPITALIZATIONS, AND DENTAL INSURANCE

The City shall maintain the health insurance benefit levels provided under the Health Insurance Program as defined in the Plan Document and Summary Plan Description for City of Ottawa Employee Benefit Plan. All employees shall also be covered under the Plan Document and

Summary Plan Description for City of Ottawa Employee Benefit Plan. All benefits in both Plans shall be applicable when determining whether an employee or their dependents are covered for any illness or medical procedure.

Effective January 1, 2005, employees shall contribute twenty (20) percent of the premium or premium equivalent for each of the following categories:

Single coverage

Single insured plus one

Full family coverage

The premium equivalent shall be based on the administration fees, the cost of any insurance stop loss insurance, and the average of the actual medical, drug, and prescription claims from the previous plan year. The insurance stop loss and third-party administrator fees are based on the actual renewal rates for the current plan year. In projecting the average claim costs of medical, dental, and drug claims for succeeding years, the third-party administrator shall determine and apply the most current medical, dental and drug trends as currently practiced. Premium equivalents shall be determined as soon as possible after the plan year's close (August 31). The City shall give the employees a complete analysis of the computation of the premium equivalents before December 1.

The above contributions shall be deducted bi-weekly in twenty-six equal installments.

There will be a \$200.00 individual and a \$400.00 family deductible.

As of April 1, 1996, and after, upon retirement with twenty (20) years of service regardless of age, employees may elect to remain covered by the above-mentioned policy by notifying the City in writing and paying 25% of the premium charged; City shall pay the remaining 75% of the premium. Upon the death of a retired employee covered by the above-mentioned policy his or her family may elect to remain covered by notifying the City in writing and paying 100% of the premium.

Provided, however, if an employee has elected to obtain employment elsewhere and group or individual health insurance that is substantially equivalent, in benefits and employee cost, is available as a benefit of such other employment, said retiree shall no longer be eligible to maintain or continue any City insurance coverage, and City coverage shall terminate. However, upon separation from employment elsewhere, and if the retiree is not eligible for continued health insurance coverage by virtue of being a retiree of said City, the retiree may apply to the City of Ottawa and be reinstated under the City's health insurance coverage by paying the percentage provided hereinabove of the premium equivalent in effect at the time of retirement from the City. However, any employee who obtains employment with insurance elsewhere or obtains health insurance from another source, with or without ever having been covered, as a retiree by City health insurance, shall be deemed as continuing City health insurance. All retirees returning to the City health insurance coverage shall provide evidence of continuing health

insurance coverage. Any spouse of a deceased employee or deceased retiree who elects to continue coverage shall pay one hundred percent (100%) of their insurance.

Notwithstanding any of the foregoing to the contrary, when a retired employee, who has elected to continue insurance coverage, become eligible to receive Medicare, the retired employee and eligible spouse, if any, shall be required to enroll in Medicare Parts A and B and the City sponsored Medicare supplement plan for medical and prescription coverage, which coverage in conjunction with Medicare shall be substantially the same as provided to active employees of the City and shall not result in any reduced benefit. At such time, the retired employee shall no longer be eligible for continued coverage under the City self-insured health insurance plan or any successor plan and shall be removed therefrom.

Dental coverage shall remain under the City's self-insured dental plan or any successor plan, and the City shall pay 100% of the cost of said Medicare supplement plan and dental plan.

During the term of this agreement, the City will provide each eligible employee with term life insurance coverage in the total amount of \$10,000.00 which amount shall reduce to \$5,000.00 at age 70, subject to the terms and conditions of the applicable insurance policy or plan, the same may be changed from time to time by the City. The City shall pay the premium costs for such life insurance.

Section 11.1-Insurance Committee

Either party may request a joint Insurance Committee be formed composed of six (6) members, three (3) appointed by each party. If established, the committee shall meet regularly to discuss problems concerning the insurance coverage provided pursuant to this agreement, to evaluate other insurance programs and to make recommendations to the parties regarding insurance coverage.

Section 11.2-Prescription Card

The City will provide a prescription card program to Union employees. The employee co-pay for generic prescription medication shall be \$5.00 (five dollars) per prescription. The employee co-pay for brand name prescription medication shall be \$20.00 (twenty dollars) per prescription. Prescriptions for up to a 90 (ninety) day period are allowed if such prescriptions are on the approved maintenance list.

Section 11.3-Wellness Benefit

The wellness plan has a \$500.00 per calendar year maximum per person for employees and dependents. This will be paid at 100% with the deductible waived and includes doctor visits as well as all tests, i.e., blood work, x-rays, lab tests, pap smear, mammograms, prostate screening, and colonoscopies.

Any expenses over the maximum dollar amount will go towards the deductible then paid at either 80/20 or 90/10, pursuant to PPO participation.

Section 11.4-Shots and Inoculations

The City shall make available to each employee with Hepatitis B inoculation, an annual flu shot, and an annual TB test.

ARTICLE 12-GENERAL PROVISIONS

Section 12.1-Uniform Allowance

Newly hired employees, during their first year of hire, shall be allowed a five-hundred-dollar (\$500.00) clothing allowance for the express purpose of purchasing their Class A dress uniform.

Section 12.2-Compensation at Separation

An employee who resigns, retires, is dismissed, or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, including pro-rate pay due for the current year at his current rate of pay.

Section 12.3-Health and Safety

The City shall provide each employee with Hepatitis B inoculation, an annual flu shot, an annual Hepatitis test, and an annual TB test. A TB test shall be mandatory for all employees annually. The TB test shall be made available to employees while on duty. If an employee must submit to the TB test while off duty, they shall be paid overtime. The City shall establish a standard operating procedure (SOP) regarding the correct handling, documentation, and treatment of all employees covered under this agreement in the event of a communicable disease exposure, or otherwise hazardous material exposure. Said SOP shall be created with the input of the bargaining unit.

The City shall furnish and thereafter maintain at no cost to the employee all firefighting gloves, helmet with approved eye protection, two (2) protective fire coats, two (2) protective fire bunker pants, suspenders, rated class one (1) harness truckmen's belts, rated webbing, two (2) protective hoods, personal Alarm Safety Device, personal SCBA masks, hand lights with batteries and bulbs, boots, as well as, coats for ambulance personnel necessary to preserve and protect the safety and health of the employee in conformance with NFPA 1851. Any turnout gear needing repairs shall be sent to a manufacturer approved independent service provider within 30 days of the repair being necessitated. If a bargaining unit member requests and is approved to wear alternative NFPA safety equipment or gear, the employee shall submit a receipt for the equipment, and then the City will reimburse the employee for the amount that the department issued equipment would have cost. The City reserves the right to have the department issued equipment returned. The City agrees to provide each member covered by this agreement with two (2) sets of turnout gear, either new or recertified, that are in conformance with NFPA 1851. The new or recertified gear will be phased in over a three-year period with the City procuring

nine (9) sets of turnout gear a year. New hires will be ordered their first set of turnout gear upon successful completion of the academy and the second set of turnout gear will be issued within the first five years of their employment.

The City reserves the right to have the department issued equipment returned.

All protective clothing and equipment shall meet NFPA standards, whether existing or promulgated during the term of this agreement.

The City shall make available and require a complete annual physical exam by a physician specified by the City. The City will pay the cost of such examination, and shall be entitled to the results of the examination on the following basis: (a) if the physician determines the employee is fit to perform all of the duties of his position, then such determination shall be made known to the City, without disclosure of additional medical examination results; or (b) if the physician determines the employee is not fit to perform all of the duties of his position, then the results of all such tests shall be confidentially submitted to the Fire Chief and shall not be disseminated to other City representatives except on a need to know basis. There shall be a joint Labor Management committee composed of two designated members appointed by the Union and two designated members appointed by management. They should meet on a quarterly basis or more often if needed.

Section 12.4-Notice of Retirement

Retiring employees shall provide notice to the City a minimum of one hundred twenty (120) days prior to said retirement.

Section 12.4(A)-Voluntary Retirement Program

The employee may elect to participate in a voluntary retirement program upon the following terms and conditions:

A. Employees may submit an irrevocable notice of retirement up to three (3) years but not less than one (1) year prior to the employee's date of retirement for pension purposes specifically indicating the date of retirement.

B. Such notice of retirement shall be delivered to the City Clerk before May 1 of the first year of eligibility. For example, if an employee is eligible to retire on September 20, 2028, notice of retirement must be given no later than May 1, 2025, to receive all three years of the increase in compensation provided for in paragraph D below.

C. If an employee does not deliver to the City Clerk an irrevocable notice prior to May 1 of the first year of eligibility, employee may not receive a retroactive increase in compensation upon delivery of the notice and employee forfeits the ability to receive all three years of the increase in compensation. However, employees may submit their irrevocable notice and receive an increase in compensation pursuant to paragraph D below commencing on May 1 following receipt of the irrevocable notice and continue until the employee's retirement. For example, if an employee is eligible to retire on September 20, 2028, and the employee submits their irrevocable

notice of retirement on May 30, 2024, employee will not receive the increase in compensation provided in paragraph D below until May 1, 2025.

D. Provided that employee has submitted the requisite notice, commencing on May 1 of the initial year of the three-year program the employee shall receive a six percent (6%) total increase in compensation commencing on May 1, together with a six percent (6%) total increase in compensation on May 1 of each of the following two years. If the employee does not submit the retirement notice for the full three (3) years, the employee will receive a six percent (6%) total increase the May 1st following receipt of the notice and employee shall receive a six percent (6%) total increase in compensation each following May 1st until the employee's retirement date.

E. For purposes of this voluntary retirement program, the date of retirement shall mean the date on which the employee has attained either the requisite age or years of service to commence receiving a pension under the Illinois Pension Code, meaning they will have obtained at least 20 years of service at the conclusion of the 3rd year of the voluntary retirement program or has met, or exceeded, the requisite age to commence receiving a pension under the Illinois pension code.

F. Within 30 days of the submittal of an irrevocable notice of retirement, the employee shall be compensated for all accrued and uncompensated benefit time as provided in 8.2.1 (comp-time), 10.4b (sick leave). At the employee's discretion they may retain and maintain 144 hours of compensatory time. (For example, if an employee has 144 hours and uses 10 hours, the employee can replenish their comp-time bank by 10 hours. At no time can the employee have a bank over 144 hours.)

G. Employees shall continue to receive the sick leave benefit as provided herein but any accumulated sick leave and compensatory time not used at the time of retirement shall not be compensable as provided in section 8.2.1 and 10.4(b). The City agrees at the time of the actual retirement to pay any outstanding comp-time up to the maximum amount of 96 hours.

Section 12.5-Staffing

Each shift shall be staffed by a minimum of nine (9) bargaining unit members including two (2) officers; six (6) of the bargaining unit members shall be licensed paramedics as incorporated in the side letter agreement date June 14, 2022. Ambulances shall be staffed with at least two (2) sworn bargaining unit members, and there shall be at least one staffed fire engine with three (3) sworn bargaining unit members per day.

Bargaining unit members assigned to non-line duties (such as specialty teams and training) are not subject to these minimum work shift requirements and shall not be counted in the minimum work shift requirements of bargaining unit members assigned to fire fighter duties.

The City agrees if a third fire station is built the City will, within 180 days of issuance of the occupancy permit agree to a minimum of ten (10) bargaining unit members per shift.

Section 12.6-Physical Fitness Test

The physical fitness test shall be given two times per year and any fire fighter who successfully completes the physical fitness test shall receive twenty-four (24) hours of compensatory time per test. Any fire fighter who unsuccessfully completes the physical fitness test shall receive four (4) hours of compensatory time per test.

Section 12.7-Specialty Teams (not terms)

Bargaining unit members shall be allowed to attend specialty team training, or emergency call outs, whether they are on or off duty. Said employees may only attend specialty team training, or emergency call outs, when additional bargaining unit members are called in to back fill their positions. At no time shall an employee be forced back to cover for a specialty team member, and at no time shall regularly scheduled staffing be reduced below the minimum staffing level to allow members to attend specialty team trainings or emergency call outs. Specialty team members shall all be given the same gear and equipment as required to safely perform duties. The list of equipment the City shall provide is listed as follows:

6 – NFPA approved Class III Rope Rescue Harness with shock absorbing lanyard (in house), NFPA approved PMI Advantage Helmet, helmet light, rope rescue and leather utility gloves, knee pads, NFPA approved Globe technical rescue boots, fire resistant coverall, ESS goggles, safety glasses, leather radio strap, equipment bag.

Section 12.8-Pension Fund Contributions

Pursuant to 40 ILCS 5/4-118.2, the City shall pick up the pension fund contributions required of each fire fighter under the provisions of 40 ILCS 5/4-118.1. (The purpose of this section is to defer the employee's pension contribution from being taxed at the time of contribution, subject to and in accordance with applicable law. This section does not change the fire fighter's obligation to make the required pension contribution.)

Beginning the pay period after the execution of this agreement by both parties, the City also agrees to pay the employee's required pension contribution in step increments during employee's employment. If an employee has been with the City of Ottawa Fire Department for 10 years, the City will pay one-third (1/3) of the employee's required contribution each pay period. If an employee has been with the City of Ottawa Fire Department for 15 years, then the City will pay two-thirds (2/3) of the employee's required contribution each pay period. If the employee has been with the City of Ottawa Fire Department for 20 years, then the City will pay the full amount of the Employee's required pension contribution each pay period until the employee retires from service. It will be the responsibility of the employee to notify the administration in writing two (2) weeks prior to reaching the next benefit level. No retroactive payments will be made for the employee if an employee does not notify in writing two weeks prior to achieving the next benefit level. The pension contribution will be paid after the notification on the following full pay period.

ARTICLE 13-NO STRIKE OR LOCKOUT

Part A.

Neither the Union nor any officer(s), agents or employees covered by this agreement will call, have, or participate in any strikes, lockouts, "Blue-Flu," or any kind of work slow-down in any of the functions of the Ottawa Fire Department for any reason, at any time, so that the health, safety, and well-being of the citizens of the City of Ottawa shall be protected.

Part B.

The City of Ottawa agrees that during the term of this agreement it will not, because of a labor dispute with the Union, lockout or prevent any employee covered by this agreement from performing their regularly assigned duties.

ARTICLE 14-NO CONTRACTING OR SUBCONTRACTING

During the term of this agreement, the City shall not contract out or subcontract any work performed, or reasonably could be performed by employees covered by this agreement.

The terms contract out, and subcontract shall include any City actions or agreements requiring work by other employees or individuals or entities to perform work or services of bargaining unit members. However, said terms shall not include the use of MABAS or employees of other Fire Departments recognized by the State Fire Marshall pursuant to mutual aid agreements.

ARTICLE 15-SAVINGS CLAUSE

If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 16-AMENDMENTS

This agreement may be amended during its term with the mutual written consent of the City and the Union.

ARTICLE 17-DUES CHECK-OFF/FAIR SHARE

The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary and/or Treasurer of the Local Union from the pay of those employees who individually request in writing that such a deduction be made. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Union. If an improper deduction is made, the Union shall refund directly to the employee any such amount if the improper deduction is the fault of the Union. If an improper deduction is made, the City shall refund directly to the employee any such amount if the improper deduction is the fault of the City.

Employees covered by this agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and addresses shall be remitted monthly to the Treasurer of the Union. The Union shall advise the City of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

ARTICLE 18-PROBATIONARY TRAINING

Newly hired employees or employees returning to work after more than five years' absence shall be sent to the University of Illinois, at Champaign (U of I), for their initial and basic Fire Fighter II training. Such training shall commence at the next scheduled training class at the U of I following the employee's date of hire or return to work, provided there are openings in that class, and shall be satisfactorily completed within the employee's twelve (12) month probationary period, if possible, or upon rehire and return to active duty. Travel time to and from the U of I shall not be considered time worked. However, probationary employees may be counted as regular staffing after the probationary employee completes or has completed within the past five (5) years, the IFSI Academy and obtained the necessary Class B driving license.

In addition, newly hired employees, or employees returning to work after an absence in which that employee's EMS license had lapsed, shall become a certified EMT-Basic within the first twelve (12) months of hire, rehire, or reinstatement. Tuition, books, mileage, and fees shall be paid by the City.

All newly hired employees, or employees returning to work after an absence in which that employee's EMT-P license lapsed, shall become a licensed paramedic within twenty-four (24) months of hire, rehire, or reinstatement. Tuition, books, mileage, and fees shall be paid by the City. Mileage shall be reimbursed at the IRS allowable rate.

Attendance of said classes and/or training, referenced in this section, for such certification shall be assigned or directed by the Fire Chief or Deputy Fire Chief. In the event the required classes and or training are unavailable during the aforesaid time periods, the employee shall commence such classes and or training at the next available opportunity as assigned by the Fire Chief or Deputy Fire Chief and said probationary time limits above shall be extended to allow the employee sufficient time to take the EMT-Basic and/or the paramedic class one (1) time and take the state, or National Registry, certification exam a maximum of three (3) times. The Fire Chief may offer an employee an additional three (3) attempts if he deems appropriate. The employee will be responsible for the refresher class's cost and the following three (3) tests after it.

The City may extend the probationary period beyond one year for EMS related classes and/or testing. However, the extension of the probationary period would only subject the employee to discharge if they did not successfully complete the EMS requirements.

Effective on the date of ratification any employee covered by this agreement who voluntarily terminates his employment with the City within three (3) years of the employee's date of hire (date employee starts work) then such employee shall reimburse the City 100% of the costs for such training, including but not limited to fire academy, room and board, per diem, and EMT-B, EMT-P, and dress uniforms allowance. All issued equipment shall be returned to the City otherwise the employee will be responsible for those costs as well. The City may withhold such an amount from the employees' pay checks. The City shall have the right to take appropriate legal action to collect such an amount from the employee. The employee or former employee shall be legally obligated to pay the amount specified herein to the City.

ARTICLE 19-PROMOTIONS

Section 19.1-General

Promotions to the ranks of Lieutenant and Captain or any other rank which may be subsequently created and subject to this agreement shall be conducted by the Fire and Police Commission in accordance with its rules and regulations, (to the extent those rules and regulations do not conflict with his article) the provisions of the Fire Department Promotional Act, effective August 4, 2003, 50 ILCS 742 (hereinafter the "Act") and this article.

Section 19.2-Vacancies

This article applies to promotions to vacancies in the ranks of Lieutenant and Captain or any other rank which may be subsequently created. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided the position or positions continue to be funded and authorized by the corporate authorities.

Section 19.3-Eligibility

All promotions shall be made from employees in the next lower rank.

A fire fighter or engineer must meet the following minimum qualifications prior to taking the lieutenant test: five (5) years of service on the Ottawa Fire Department, Certified Fire Fighter III or Advanced Fire Fighter, Certified Apparatus Engineer, Instructor I, and meet two hundred (200) training hours as outlined in Section 8.6a.

A Lieutenant must have three hundred and sixty (360) cumulative training hours as outlined in Section 8.6a prior to taking the Captain's test.

These changes shall be in full force and effect on January 1st of 2025.

Section 19.4-Rating Factors and Weights

All components of the promotional process shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled and be pertinent to the rank for which the examination is being given. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following six (6) components weighted as specified:

Section 19.5-Components

Component	Weight
1. Written examination	50%
2. Seniority	10 points
3. Professional achievement	10 points
4. Merit and efficiency	20%
5. Oral interview	10%
6. Veterans' preference points	As provided by state statute.

Subsection 19.5a-Written Examinations

The written examination for each rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the Department. The examination shall be based only on the contents of written material the Fire and Police Commission has identified and made readily available to potential examinees at least one hundred twenty (120) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, professional achievement, merit and efficiency, and oral interview scores.

Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observes, if any, or if the tests are graded offsite by a bona fide testing agency, the observers, if any shall witness the sealing and shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right to (i) obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the Fire and Police Commission may require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); (ii) to review the answers to the examination that the examiners consider correct. The Fire and Police Commission may hold a review session after the examination to gather feedback on the examination from the candidates.

Sample written examinations may be examined by the Fire and Police Commission and members of the Department, but no person in the Department or the Fire and Police Commission may see

or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of the act for any member on the Department or the Fire and Police Commission to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

The Department shall maintain reading and study materials for its current written examinations and the reading list for the last two (2) written examinations for a period of five (5) years, whichever is less, for each rank and shall make these materials available at each duty station.

Subsection 19.5b-Seniority

Seniority shall be calculated as follows:

Lieutenant-.0833334 points per month of service for service more than five (5) years or more and maximum seniority shall be attained when a fire fighter has fifteen (15) years of service. For example, fire fighter with 5 years of service would receive no seniority, (0.00) points, and fire fighter with ten (10) years of service would receive five (5.00) points (.0833334 x 60 months of service), and a fire fighter with fifteen (15) years of service would receive ten (10.00) points (.0833334 x 120 months).

Captain-.11905 points per month of service in the rank of Lieutenant and maximum seniority shall be attained when a Lieutenant has seven (7) years of service as a Lieutenant. For example, a Lieutenant with one year of service as a Lieutenant would receive 1.4286 points (.11905 x 12 months of service), and a Lieutenant with three and a half (3.5) years of service as a Lieutenant would receive five (5.00) seniority points (.11905 x 42 months of service as a Lieutenant), and a Lieutenant with seven (7) years of service as a Lieutenant would receive ten (10.00) seniority points (.11905 x 84 months of service as a Lieutenant).

Seniority points shall be calculated as of the written examination date and awarded prior to the written examination.

Subsection 19.5c-Professional Achievement

It shall be the responsibility of the promotional candidate to provide proof of satisfactory completion of a class or certification to be considered for Professional Achievement. A list of Professional Achievement points along with proof of successful completion thereof shall be provided to the Fire and Police Commission at the candidate's oral interview. All classes and certifications are subject to verification by the Fire Chief. The parties recognize from time to time the names of classes change and candidates shall be granted the points for said class under the new name.

Candidates shall be awarded points to a maximum of ten (10) points of their total examination score for professional achievement; however, no candidate may receive more than five (5) points from category three (3). Please see categories as follows:

Class/Certification

Points

Category I-Fire

Breathing Apparatus Specialist	1.0
Engine Company Operations	0.5
Truck Company Operation	0.5
Fire Attack and Suppression Techniques	1.0
Fire Apparatus Engineer	1.5
Hazardous Materials Operations	1.0
Tactics and Strategy II	1.0
Management I	1.0
Management II	1.0
Management III	1.0
Management IV	1.0
RIT Under Fire RIT Ops	1.0
Saving Our Own	0.5
Fire Service Vehicle Operator	0.5
Fireground Command Officer School	1.0
Fireground Company Officer School	1.0
Smoke Divers	1.0
LDDM: Fire Fighter Level	1.0
Fire Department Incident Safety Officer	1.0
Tactics and Strategy I	1.0
Fire Prevention Principles	1.0

Category II-EMS

PEPP	0.5
PALS	0.5
PHTLS	0.5
ITLS	0.5
ACLS	0.5
CPR Instructor	1.0
Advanced Disaster Life Support	0.5
EMS Hazardous Materials Ops	0.5
Incident Command for EMS	0.5
Lead Instructor	1.0
Advanced Medical Life Support	0.5

Category III-Specialty

Technical Awareness	0.5
Trench Rescue Ops	1.0
Trench Rescue Technician	1.0
Confined Space Ops	1.0

Confined Space Technician	1.0
Vehicle and Machinery Ops	1.0
Vehicle and Machinery Technician	1.0
Rope Ops	1.0
Rope Technician	1.0
Structural Collapse Ops	1.0
Structural Collapse Technician	1.0
Water Rescue Ops	1.0
Water Rescue Technician	1.0
Surface Ice Rescue Technician	0.5
Hazardous Materials Technician	2.0
Arson Investigator I & II	1.5
Arson Investigator III	1.0
Tactical EMS Provider (SWAT Medic 40 hours)	1.0
Grain Bin Rescue Operations	1.0

Category IV-Miscellaneous

Associate degree in Fire Science or EMS	2.0
Bachelor's degree in Fire Science	3.0
Master's degree in Fire Science	3.0
Terrorism-Basic Concepts	0.5
Youth Firesetter Intervention Specialist	0.5
Instructor II	1.0
Instructor III	1.0
Fire Inspector I	1.0
Fire Inspector II	1.0
LDDM: Officer Level	1.0
LDDM: Chief Officer Level	1.0
Fire Department Health and Safety Officer	1.0
Training Program Manager	1.0
Public Fire and Life Safety Educator	1.0
RIT Chief	1.0
Hazardous Materials IC	0.5
Emergency Response to Terrorism	0.5
Mass Casualty Disaster Response	1.0
Fire Company Officer	1.0
Executive Fire Officer	3.0 NFA*

Any onsite National Fire Academy class, excluding Executive Fire Officer, which is greater than 60 hours, shall be worth 1.5 points. Any onsite National Fire Academy class less than 60 hours shall be worth 1.0 point.

If a candidate applies for and is granted Professional Achievement points and is not promoted the points may be reapplied in subsequent promotional tests. Candidates for Lieutenant or Captain may not use points more than once for promotion.

Professional Achievement points shall be calculated and awarded prior to the written examination.

Note: NFA refers to the National Fire Academy.

Subsection 19.5d-Oral Interview

The Fire and Police Commission shall conduct an oral interview with each candidate. The oral interview shall be based on job-related criteria designed to identify the most qualified candidate. The oral examination shall be administered, and points awarded prior to the written examination.

Subsection 19.5e-Merit and Efficiency

Performance evaluations shall be conducted by the Chief and /or Deputy Chief not less than one annually with recommendation from the candidate's shift. The employee's personnel file, including all evaluations, may be used by the Chief Deputy Chief in this component's formulation. Each evaluation shall be reviewed by the Chief/Deputy Chief/shift officers with the employee. The employee shall be allowed to submit written comments on any evaluation issue they do not agree to. Said written comment shall be submitted to the Chief/Deputy Chief and shall be maintained with the evaluation in the employee's personnel file.

The category average rating on each evaluation category shall be equal to seventy (70%) percent. The score for this component shall be disclosed to each candidate as soon as practicable and prior to any submission to the Fire and Police Commission for promotion.

Subsection 19.5f-Veteran's Preference Points

Veteran's preference points may be requested and applied as provided for by state statute.

Section 19.6-Scoring of Components

The written examination, oral interview, and merit and efficiency components of the promotional test shall be scored on a scale of one hundred (100) points.

The component scores shall then be reduced by the weighting factors assigned to the component on the test and the scores of all components shall be added to produce a total score of one hundred (100) points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such a ranking shall constitute the preliminary promotional list. However, a minimum total score of seventy (70) shall be required to be placed on the preliminary promotional list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws of the State of Illinois may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The preference points shall be calculated as provided by law and added to the total score achieved by the candidate on the test. The Fire and Police Commission shall then adjust, if necessary, the rank order of the preliminary

promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted at each duty station and copies provided to the Union and all candidates.

Section 19.7-Right of Review

The Union or any affected employee who believes an error has been made with respect to eligibility to take an examination, examination results, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the Fire and Police Commission or as otherwise provided by law. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article 8 of this agreement. Said grievances shall not be ripe until the posting of the preliminary promotion list.

Section 19.8-Order of Selection

Whenever a promotional rank is created or becomes vacant for any reason the Fire and Police Commission shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except the Fire and Police Commission may pass over that person as provided in the Act.

Section 19.9-Maintenance of Promotional Lists

Final eligibility lists shall be effective for three (3) years. The City shall take all necessary steps to ensure the Fire and Police Commission maintain in effect current eligibility lists so promotional vacancies are filled not later than fifteen (15) days after the occurrence of the vacancy as defined in section 19.2.

Section 19.10-Monitoring

The Union and Fire and Police Commission may appoint observers as provided in Section 25 of the Act. Written notice containing the names of the observers shall be provided by the Union and Board to each other prior to the commencement of the oral interview.

Section 19.11-Newly Promoted Officers

Effective May 1, 2022, the City agrees to send newly promoted officers to the following classes within one (1) year from their date of promotion. Newly promoted Lieutenants shall be sent to, and successfully complete, the Company Fire Officer certification as recognized by the Illinois State Fire Marshal. Newly promoted Captains shall be sent to, and successfully complete, the Advanced Fire Officer certification as recognized by the Illinois State Fire Marshal within one year. The Fire Chief can extend the one-year requirement for extenuating circumstances. (For example, classes are not available, workers' compensation injury, pandemic, personal injury, long term illness.) In the event the newly promoted officer is unable or cannot successfully complete the required course within their designated time frame, they will immediately resume their previously held rank and pay, and the next candidate from the applicable promotion list shall be promoted. The City agrees to pay the cost of classes associated with the promotion. The City agrees to maintain minimum staffing.

ARTICLE 20-DRUG AND ALCOHOL TESTING POLICY

Section 20.1-Employee Drug Testing-See Appendix 3.

ARTICLE 21-DISCIPLINE AND DISCHARGE

Section 21.1-Discipline

Discipline in the Fire Department for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the City shall be for just cause (probationary employees without cause). Where the City believes cause exists to institute disciplinary action, the Fire chief or his designee(s) shall have the option to assess, among other, the following penalties:

Oral reprimand. Oral reprimands recorded in an employee's personnel file shall not be used after one (1) year to justify subsequent and more severe disciplinary action, except for related offenses, to establish a pattern of misconduct or to demonstrate progressive and corrective discipline.

Written reprimand.

Suspension.

Demotion.

Dismissal.

The penalties assessed by the Fire Chief should be commensurate with the offense. Any disciplinary action assessed by the Fire Chief, or his designee(s) shall be only for just cause and may be appealed through the grievance procedure.

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, and employees will conduct themselves in such a fashion as not to cause the City to embarrass the employee before other employees or public.

Disciplinary Investigations

When the City questions or interviews an employee concerning a matter that could potentially lead to disciplinary action of that employee, the City shall:

1. Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the Illinois Labor Relations Board.
2. In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of a suspension more than seventy-two (72) consecutive hours, any

questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act (50 ILCS 745/1, as amended).

3. Investigations shall commence within ten (10) days of the date the Fire Chief becomes aware of alleged misconduct and conclude no later than one hundred twenty (120) days thereafter. The time requirements for commencing and concluding investigations may be extended by agreement for special circumstances. Any violation of the time requirements for investigations under this section shall be grounds for voiding the discipline.

Section 21.1-Suspension or Discharge

The parties recognize the Fire Chief and the BFPC have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 seq. In accordance with Section 15(b) and (c) of the Illinois Public Labor Relations Act, 5 ILCS 315/15(b)(c), in the event of any conflicts between this procedure and a City ordinance or BFPC rules, the provisions of this agreement shall take precedence.

Disciplinary action may be imposed on an employee only for just cause, consistent with the rules of the Fire and Police Commission and this agreement's terms. Any disciplinary action, including suspension and discharge, may be processed either as an appeal to the Fire and Police Commission, or as a grievance through the grievance procedure beginning with the arbitration step, in agreement, based upon the employee's choice. The employee may choose only one appeal mechanism. Oral or written reprimands may only be appealed to Step 3 of the grievance procedure.

An employee's appeal of disciplinary action must be submitted to the Fire Chief or his designee in writing by the employee, within fourteen (14) working days of the date of the disciplinary action against the employee and within seven (7) working days of the date of the disciplinary action to the Union President or his designee. The employee's appeal must specify in writing which appeal mechanism he has chosen – either 1.) the Board of Fire and Police Commission of the City of Ottawa (BFPC) or 2.) the Grievance/Arbitration Procedure, as set forth in Appendix 2. Once the employee makes a choice, his choice is irrevocable.

If Appendix 2 is not filed (or not timely filed) with the Fire Chief within the fourteen (14) day period noted above, the charges shall proceed to hearing and a determination shall be made by the BFPC.

The decision of an arbitrator or the BFPC, whichever is applicable, with respect to any disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option selected.

1. The Board of Fire and Police Commissioners Option. Any appeal of a BFPC decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 seq.

2. Grievance/Arbitration Procedure Option. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the Illinois Public Labor Relations Act, 5 ILCS 315/8.

ARTICLE 22-TERM OF AGREEMENT

This agreement shall be effective as of May 1, 2024, and shall remain in full force and effect from said date until 23:59 hours on the 30th day of April 2027. It shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days prior to April 30, 2027, or the anniversary date of such yearly extension, of a desire to amend it. This agreement may be reopened at any time if agreed to in writing by both parties, and in such an event, negotiations will begin immediately. In the event of a request to amend this agreement as set forth above, negotiations shall begin no later than sixty (60) days prior to said anniversary date. If negotiations for a successor agreement have not been completed by the expiration date of this agreement, this agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have set their hands this

20th day of February 2024.


MAYOR, CITY OF OTTAWA


PRESIDENT, LOCAL 523


VICE PRESIDENT, LOCAL 523


SECRETARY/TREASURER, LOCAL 523


TRUSTEE, LOCAL 523


SERGEANT AT ARMS, LOCAL 523

IN WITNESS WHEREOF, the parties hereto have set their hands this

_____ day of February 2024.

MAYOR, CITY OF OTTAWA

PRESIDENT, LOCAL 523

VICE PRESIDENT, LOCAL 523

SECRETARY/TREASURE, LOCAL 523

TRUSTEE, LOCAL 523

SERGEANT AT ARMS, LOCAL 523

APPENDIX 1
WAGE SCHEDULE

2024	New Base Pay with Longevity Included
Starting Wage – No certificates	\$68,538.45
Starting Wage/EMT-B only	\$71,912.39
Starting Wage/Base (less than one year of service)	\$75,286.33
1 yr	\$77,544.92
2 yr	\$79,803.51
3 yr	\$82,062.10
4 yr	\$84,320.69
5 yr	\$86,579.28
6 yr	\$88,837.87
7 yr	\$91,096.46
Lieutenant	\$100,206.11
Captain	\$104,760.93

2025 (3%)	Base
Starting Wage – No certificates	\$70,594.60
Starting Wage/EMT-B only	\$74,069.76
Starting Wage/Base (less than one year of service)	\$77,544.92
1 yr	\$79,871.26
2 yr	\$82,197.62
3 yr	\$84,523.96
4 yr	\$86,850.31
5 yr	\$89,176.66
6 yr	\$91,503.01
7 yr	\$93,829.35
Lieutenant	\$103,212.29
Captain	\$107,903.76

2026 (4%)	Base
Starting Wage – No certificates	\$73,418.38
Starting Wage/EMT-B only	\$77,032.55
Starting Wage/Base (less than one year of service)	\$80,646.72
1 yr	\$83,066.11
2 yr	\$85,485.52

3 yr	\$87,904.92
4 yr	\$90,324.32
5 yr	\$92,743.73
6 yr	\$95,163.13
7 yr	\$97,582.52
Lieutenant	\$107,340.77
Captain	\$112,219.90

Note: To determine an employee's years of service for the above wage schedule, the same method used to calculate an employee's years of longevity as addressed in Section 8.4A will be used.

The following positions may be assigned by the Fire Chief or his designee with no more than two stipends being assigned per employee. Stipends shall be added to the base salary. Stipends shall be of the 7-year fire fighter base and shall be included in the employee's total rate of pay for pensionable purposes.

- Fire Prevention Coordinator
- Assistant Fire Prevention Coordinator
- Training and Special Teams Coordinator
- Assistant Training and Special Teams Coordinator
- EMS Coordinator
- Assistant EMS Coordinator
- Vehicle Maintenance and Equipment Repair Coordinator
- Assistant Vehicle Maintenance and Equipment Repair Coordinator

Upon prior approval of the Chief, or in his absence, the Deputy Chief, any time in addition to the employee's regular hours of work, spent performing the duties of the above positions shall be paid at the rate of two times the employee's regular rate of pay. Note: To determine an employee's years of service for the above wage schedule, the same method used to calculate an employee's years of longevity as addressed in Section 8.4A will be used.

APPENDIX 2

ELECTION OF GRIEVANCE/ARBITRATION PROCEDURE

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE REGARDING SUSPENSIONS AND TERMINATIONS WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE OTTAWA BOARD OF FIRE AND POLICE COMMISSIONERS.

I, _____, being subject to suspension from duty with or without pay or termination of employment by the City of Ottawa Fire Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the City of Ottawa and Ottawa Fire Fighters Local 523.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review before the Board of Fire and Police Commissioners. By electing to file a grievance over my suspension or discharge, I hereby release the City of Ottawa, the City of Ottawa Board of Fire and Police Commissioners and Ottawa Fire Fighters Local 523, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this ___ day of _____, 20__.

By: _____
Employee

Ottawa Fire Fighters Local 523

Received by the Fire Chief or his designee:

By: _____

Date: _____, 20__.

APPENDIX 3

DRUG POLICY

Purpose

To implement a drug, testing procedure to help ensure a drug and alcohol-free work force and workplace.

I. POLICY

It is the policy of the City of Ottawa that the critical mission of City services demands a drug free work environment. In order to maintain public trust and confidence and ensure a mentally and physically fit work force the City of Ottawa will implement a drug testing program to detect prohibited drug or alcohol use.

II. PROCEDURE

A. PROHIBITED ACTIVITY

Employees, whether on or off duty, shall not:

1. Ingest or possess any controlled substance or any compound containing THC unless:
 - a. Its legal use and subsequent possession is prescribed by a licensed medical practitioner.
 - b. Possession, but not use, is done so in the official performance of duty with the knowledge and approval of the Fire Chief or the Chief's designee.
2. Ingest any medication requiring a prescription unless prescribed by a licensed medical practitioner.
3. Ingest any over-the-counter medication or any prescribed medication beyond the recommended or prescribed dosage.
4. Ingest or possess any alcoholic beverage while on duty unless done so in the official performance of duty with the knowledge and approval of a supervisor.
5. Recreational ingesting of any substance containing THC while off duty 8 hours or less prior to the start of their shift or any work for the City of Ottawa
6. Ingest or possess while on shift any substance containing THC.
7. Report for work with a BAC over .00

B. GENERAL

1. Employees who are taking any medication prescribed by a licensed medical practitioner of which they have been informed has the potential to impair job performance shall advise the Fire Chief or the Chief's designee. The medication, its duration of usage, and the potential impairment will be made known. Where appropriate, the employee's duty assignment may be altered, or sick time imposed. This information will be kept confidential and made known only to the Fire Chief and necessary supervisor(s).
2. Employees who have accidentally ingested or possessed or have been forced to ingest or possess any prohibited substance in this policy shall immediately report such to the Fire Chief or the Chief's designee.

3. Employees having any knowledge of another employee in violation of any provision in this policy shall immediately report the circumstances of this knowledge to the Fire Chief or the Chief's designee. Any employee who intentionally and falsely accuses another employee of violating this policy will be subject to appropriate discipline.
4. Discipline of employees for violation of this policy shall be in accordance with established procedures and punishment up to and including dismissal may be imposed.

C. DRUG TESTING PROCESS

1. **RANDOM TESTING**-This testing will be done on an unscheduled random basis not to exceed six times per year. The names of all fire department employees, both Union and appointed will be placed into a container. Fifteen (15) names will be drawn out of the container. All selected employees will take their test(s) while on duty. For clarification "on duty" means scheduled for work on the day of the selection. This is to allow for those employees selected who may be on a shift with hours that do not fall between 8 am to 5 pm to be tested upon reporting to their scheduled day of work. In the event a selected employee is on a scheduled day off, personal day, compensatory day, vacation day, sick day, Kelly Day, or worker's comp for the City of Ottawa, the employee's random test will be considered a voided selection. There will be no additional selection in place of voided selections. During the process of selection, Union representatives will be notified and allowed to be present if desired. The Fire Chief, after consulting with the Mayor, may waive random testing if deemed necessary or desirable. Any employee that is notified and selected for random testing and said testing has not been considered a voided selection, that fails to submit to or inhibits the testing in any way shall be subject to discipline up to and including discharge. Any employee that interferes with or inhibits the testing of any employee in any way shall be subject to discipline up to and including discharge.
2. **TESTING FOR CAUSE**-Any employee may be required to submit to immediate testing for cause. This testing will be unannounced and is not limited as to time or number. The Fire Chief is required to provide the tested employee with the basis for cause. The term "cause" is to be liberally construed on behalf of management. Physical symptoms or characteristics of drug/alcohol usage, physical evidence, or information from known or anonymous sources may all be used to justify the find of cause.

Any City of Ottawa employee who is involved in an accident while on duty must immediately notify their supervisor of the accident. The employee will remain at the scene of the accident until the Fire Chief, Deputy Fire Chief or one of their designees arrives or until they are provided other instruction.

The employee must submit to a post-accident drug and alcohol test under the following circumstances:

- a. The accident involves death or great bodily harm.

- b. The at fault accident involved an injury requiring medical treatment.
- c. The at fault accident involved the completion of a police report or the likelihood of an insurance claim being filed.
- d. The at fault accident involved significant property damage over \$1,500 (as determined by the Police Department).
- e. Any mother vehicle accident at the discretion of the Fire Chief.

A post motor vehicle accident drug and alcohol test may be waived if not of the criteria listed above has been met or the test is waived by the Fire Chief or Deputy Fire Chief.

The drug and alcohol test will take place immediately following the completion of the report to law enforcement. The employee shall be transported by a supervisor or an administrator to the testing site in a city-owned vehicle.

Employees are required to release the results of the drug and alcohol test to the City of Ottawa

D. CONDUCT OF THE TEST

In conducting the testing herein specified, the City shall:

1. A presumptive test for both drugs and alcohol will be conducted at the Ottawa Police Department by the Chief of Police or his designated agent who must be a member of administration. If the test is inconclusive or indicates a positive result, then further testing will be required subject to paragraph 2.
2. A confirmation test using test 88872 10 Plus Panel and Test 149 THC will be administered by the laboratory at OSF St. Elizabeth. In the event the test panels change names, the like tests will be used in place.
3. Provide the employee tested with an opportunity to have additional samples tested by a clinical laboratory or hospital facility (HHS Certified) of the employee's own choosing, at the employees own expense.
4. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and results.
5. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will expunge from the employees' personnel files.
6. Required that the laboratory or hospital facility report to the City when a blood or urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing, or the results thereof be obtained inconsistent with the understanding expressed herein, the City and Union shall not use such information in any manner or forum adverse to the employee's interest.

Drug testing will be initiated by the Fire Chief, Deputy Fire Chief or their designee. Testing will occur while the employee is on duty except if there is

an indication of drug abuse while off duty, the employee may be ordered to report for duty immediately and subsequently ordered to submit to testing.

Once an employee is ordered to submit to testing the assigned supervisor will remain in continuous visual contact with the employee and the testing will be accomplished with all due haste.

Prior to testing a pre-test drug screening form will be completed by the tested employee. This form will indicate any drugs, substances, or medical condition which might account for a positive drug test. This form will be signed by the employee and supervisor and submitted to the Fire chief or Deputy Fire Chief.

A urine, blood, and/or hair specimen (sample) will be taken from the employee under the supervision of a medical laboratory supervisor or physician. The assigned supervisor, physician, or supervising employee will remain in visual contact with the employee and witness the producing of the sample to ensure the sample is the employee's and is not tampered with.

If needed, the employee will be given a reasonable amount of water to aid in urination. If necessary, the employee will be given extra time to produce a urine sample, however, if a sample is not given within four (4) hours it will be considered a refusal to submit to this form of testing.

Collection, labeling, testing, storage, and chain of evidence of the sample will be managed by the facility and/or physician responsible for sample collection and any testing facility where the sample may be sent. The testing facility will be certified by the National Institute of Drug Abuse (NIDA).

Standard guidelines provide that part of the sample submitted be kept in reserve. In the case of a positive test result, the employee may request a sample of this reserve to have it independently tested.

Employees tested will be informed of the results of the testing as soon as possible.

E. TESTING METHODOLOGY

Testing consists of a two-step procedure. The first is an initial screening test and the second a confirmation test. A positive result on the initial screening test will NOT be considered conclusive. The sample will undergo a second confirmatory test which is technologically different and more sensitive than the initial test. If both the initial and confirmatory test are positive the test result is then considered conclusive. The level of concentrations of drugs to be considered a positive test result during the confirmatory test, will be those levels which NIDA has adopted as their current standard at the time of the testing.

F. REPORTING OF ABUSE

Any employee prior to taking the preliminary drug test can voluntarily admit to violating the City of Ottawa's Drug Use Policy. Reporting the use is encouraged and shows the willingness to seek help in receiving treatment. Once the report is made the employee is placed on administrative leave and will be contacted the following business day by a supervisor for further instructions. Discipline at this point including termination will only result if the employee who has complied with reporting their abuse fails to comply and complete a rehabilitation program, an employee assistance program or fails subsequent requested drug testing.

G. REHABILITATION

Employees who find themselves experiencing drug or alcohol problems are encouraged to come forward as soon as possible and report this problem to the Fire Chief or Deputy Fire Chief. Admission of a problem in its early stages helps not only the City, but the employee. If an employee comes forward voluntarily and reports an abuse problem (prior to any REQUEST for testing), the Fire Chief or Deputy Fire Chief may consider this when contemplating any disciplinary action. The type, depth, and duration of abuse, the employee's service record, the probability of successful rehabilitation, the integrity of the City/Department, along with any other pertinent matter should be considered by the Fire Chief or Deputy Fire Chief.

