

LABOR AGREEMENT
BETWEEN
THE CITY OF OTTAWA, ILLINOIS
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 523
OTTAWA, ILLINOIS 61350
June 2021
Effective May 1, 2021 to April 30, 2024

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ARTICLE I - PREAMBLE

This Agreement is entered into by and between the CITY OF OTTAWA, ILLINOIS hereinafter referred to as the Employer 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 Employer 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.

ARTICLE II - RECOGNITION

The Employer 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 for the purpose of collective bargaining and the establishment of a written labor agreement.

ARTICLE III - UNION ACTIVITY

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

ARTICLE IV - MANAGEMENT RIGHTS

It is recognized that the CITY has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department in all of its various aspects. Among the rights retained by the CITY are the CITY'S right to direct the working forces; to plan, direct, and control all 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 V - RESIDENCY REQUIREMENTS

Employees must reside within the City of Ottawa or any area within five miles of the Ottawa City Limits or move within the City of Ottawa or any area within five miles of the Ottawa City Limits, within fifteen (15) months of their date of employment, or reemployment, and must thereafter, reside within the City of Ottawa or any area within five miles of the Ottawa City Limits as a condition of continued employment. Effective 5/1/2013, all newly hired employees must reside within the City of Ottawa within fifteen (15) months of their date of employment, and thereafter, reside within the City of Ottawa

to continue employment.

However, if a newly hired employee or reemployed employee does not possess a current EMT-I Certification said employee shall reside within the City of Ottawa or any area within five miles of the Ottawa City Limits within ninety (90) days of receipt of said EMT-I Certification.

ARTICLE VI - 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, authorized unpaid leaves of absence for thirty (30) days or more which are granted at the discretion of the City, or lay off. 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 on the basis of 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 probationary period of 12 months of work. However, probationary employees shall be counted as regular staffing after the probationary employee completes, or has completed within the past 5 years, the IFSI, NIPSTA, or Romeoville Academy and obtained the necessary Class B driving license. Any probationary employee hired after the effective date of this Agreement shall be eligible for any educational differential under Art VIII 8.6a 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 the 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 1 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 first 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 his/her 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 that 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 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 (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 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 his 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 his 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 VII - 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 I -

The Union, with or without the concerned employee, may submit a grievance in writing to the Chief of the Department. 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, through the use of 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 Employer, with copies to the Union and/or the grievant, within fourteen (14) working days.

Step II -

If the grievance is not settled at Step I, the grievance 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 Employer, with copies to the Union and/or grievant, within fourteen (14) working days after the receipt of the grievance.

Step III -

If the grievance is not settled at Step II, the grievance 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 Employer, with copies to the Union and/or grievant, within fourteen (14) working days after the receipt of the grievance.

Step IV -

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

Section 7.3 - Arbitration Process.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer 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 Employer and the Union shall have the right to strike three (3) names from the list. The parties, by toss of 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 his/her 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 Employer 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 & Expenses.

The fees and expenses of the arbitrator shall be borne equally by the Employer 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 carried out during working hours by union stewards, representatives, and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department.

Section 7.6 - Time Limits.

The time limits set forth in this Article 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 on the basis of 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.

The term "working day" means the days of the week, Monday through Friday, excluding Saturdays, Sundays, and Holidays as the latter is defined by section 10.2 hereof.

Section 7.7 - Representation.

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

Any union representative, whose participation, in grievance meetings held pursuant to the provisions of this Article, is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which do not interfere with emergency operations of the Fire Department.

ARTICLE VIII - WAGES AND OTHER COMPENSATION

Section 8.1 - Salaries.

The salary schedule is set out and attached as Appendix A, 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 8:30am on the Friday following the end of the pay period. All transfer pay shall be paid bi-weekly.

Section 8.2A - Overtime.

In the event that 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 $1 \frac{1}{2}$ x 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 Employer agrees to maintain a log to show the time of call and the 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 his regular 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 from an agency other than the City shall be

paid in cash only and compensatory time shall not be available.

Section 8.2B - Overtime procedures

The procedure for overtime shall be filled in the following manner:

- a.) Short Overtime is any overtime less than 24 hours and is filled from the short overtime list with the following order. An employee accepting, refusing, or unavailable for short overtime shall be rotated to the bottom of the short overtime list, and it will be recorded as such accepting (X), refusing (R), no contact (O), on duty (W), or sick (S).
 - i.) MABAS (Mutual Aid) OVERTIME shall be utilized for any request for apparatus response outside the Ottawa Fire Dept. protection area by another Fire or EMS/Ambulance department to bring manning back to the original shift level. Apparatus sent on a MABAS alarm shall be staffed with a minimum company of four sworn members, unless an emergency situation dictates otherwise with three sworn members, one of which shall be an officer (promoted officer). MABAS OVERTIME shall be filled from the short overtime list. An employee accepting or refusing MABAS OVERTIME shall be rotated to the bottom of the list. Officers in charge of a responding MABAS company shall be replaced by Officers. Firefighters shall be replaced by Firefighters. The Shift Commander shall call all off duty personnel if necessary. In the event an acting Lt. is assigned to the main station and the Shift Commander determines that a MABAS response is needed immediately, the Shift Commander shall man the responding apparatus and delegate the responsibility of calling overtime personnel to the acting Lt. The determination of when apparatus shall respond to a Mutual Aid request shall be the determination of the Fire Chief or his designee.
 - ii.) When a MABAS call to Naplate/Wallace Fire Protection District to the box level is requested it shall be treated as a call within our jurisdiction. Upon receipt of second call for Ottawa overtime will then be called off the short overtime list.
- b.) Long Overtime is any overtime 24 hours and is filled from the holdover list. The employee first on the appropriate holdover list will be contacted for overtime. The employee may:
 - 1.) take the 24 hours of overtime or
 - 2.) split the time of 12 hours overtime – provided the other 12 hours of overtime can be covered by another employee or
 - 3.) turn down the over time.

If the employee wishes to take only 12 hours of overtime, the employee who is second

on the holdover list shall have the option of taking the remaining 12 hours or turn it down. If the second employee turns down the remaining 12 hours, the third employee on the list shall have the option and so on until all available personnel from that shift have been offered the available overtime. It is then offered to the personnel available on the next shift. (ex: an employee who is already working part of the shift becomes an eligible employee if he/she is not working the portion of the shift that becomes available.)

The employee covering the remaining 12 hours and any person turning down the remaining 12 hours shall maintain their current position on the holdover list. In the event that no employee accepts the remaining 12 hours of overtime, the first employee shall be rotated to the bottom of the list. The next employee is then offered the 24 hours of overtime. If that employee turns down the 24 hours, he is rotated to the bottom of the list, and then the third employee on the list shall have the option and so on. If the holdover is not covered, the first (original) person will be forced to work the 24-hour overtime.

Regardless which option the original employee takes; he shall be rotated to the bottom of the holdover list. All personnel listed as off on vacation, holiday, comp, or Kelly day on the day of the work shortage shall be the last individuals offered the long overtime. The order of calling these individuals who are off on the work shortage day is to contact these members who are off on Holidays, Vacations, Kelly days, and finally comp days (in that order). In the event that personnel are forced to work, the employee may be able to substitute another bargaining unit member(s), who agrees to work a portion of the shift, in place of the forced employee. It will be the responsibility of the forced employee to arrange such a substitution(s) and contact the Captain/Shift Commander with the name(s) of the employee(s) working. However, the Captain/Shift Commander may approve or disapprove of such a substitution. That employee who agrees to work for the employee who was forced will be paid for their time worked at their overtime rate. In the event of the acceptance of a holdover, in which later in the shift the employee that calls off returns, then the employee who accepted the original call for overtime, will be placed at the top of the holdover list.

Any individual already scheduled to work the available overtime hours shall not be offered any overtime and not be rotated on the list. Any individual scheduled to attend a class during the eligible hours shall not be contacted or rotated. Any individual scheduled for a special teams training will only be contacted and offered the overtime after an attempt to contact all eligible employees has been made.

Initial attempts to fill overtime shall be Officers for Officers, and Firefighters for Firefighters. If two commissioned officers are on duty, a firefighter may cover for an officer after attempts have been made to contact all officers. An officer can work for a firefighter after all available firefighters have been called.

- c.) Comp-time is requested time off and is filled from the appropriate comp-time lists. (Officers long, Officers short, FF long, FF short)

Long comp-time: requested time off that is 24 hours Short comp-time: requested time off that is less than 24 hours but greater than 6 hours. Individual employees requesting comp-time will be responsible for filling out their Comp-time request forms and properly submitting them prior to any attempts to fill the comp time are made. Comp-time shall be made available to eligible employees in segments of six hours or more and is filled from the Comp-time lists. Two pairs of lists shall be maintained for comp time. (Officers long, Officers short, FF long, FF short) Any employee accepting or refusing Comp-time shall go to the bottom of the Comp-time list. Comp-time coverage shall then be filled from the comp-time list for the 24 hours or the short comp-time list for less than 24 hours. In the event of a comp time cancellation, the individual who accepted the comp time shall be placed to the top of that particular list.

Section 8.2.1 - Comp-Time Bank.

Any employee eligible for overtime pay shall receive at his/her option, in lieu of overtime compensation, 1 ½ 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 on a quarterly basis 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 four hundred eighty (480) hours. Upon retirement, or separation, the City shall buy back all of 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, 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 Procedure.

Whenever there is a manpower shortage on a shift the following procedure shall be used to bring manpower to required strength:

If there are two (2) people off work on a particular day and additional personnel are needed, then employees held over shall have the option of 1 ½ hours of comp time for each hour worked or pay at 1 ½ times the employees prevailing rate. Employees held over shall have their choice of being held for either twelve (12) or twenty-four (24) hours. Any employee may be called in for duty in the event of an emergency.

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 of 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 employee's base pay for pension purposes and 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.

- 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).

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 days of receipt of the letter from the City indicating a tax levy increase in excess of five percent (5%) is required.

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 firefighter. Firefighters shall have the right to refuse the acting Lieutenant position. If a Firefighter wishes to exercise his right to refuse an acting Lieutenant position, the Firefighter shall sign a form waiving his right to the acting Lieutenant Position for a period of 12 months.

- 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 as an Acting Captain.

Section 8.6 Educational Differential.

In addition to the wage rates established by this agreement the employer 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 percent (1%) of base salary per year for successful completion of the Illinois State Fire Marshal's Certified Firefighter III or the equivalent Advanced Firefighter Program. These hours cannot be applied to the 200 hours referenced below.

One percent (1%) of base salary per year for successful completion of the Illinois State Fire Marshal's Certified Fire Apparatus Engineer program. These hours cannot be applied to the 200 hours referenced below.

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 Firefighter, 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. Effective upon ratifications, 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, 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 Firefighter 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 1.5% or 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 his base wage. In the event that 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 5% to 6% depending on the particular degree. For example, a bachelor's degree in education plus an associates in Fire Science is worth 5%. A bachelor's degree in fire service administration is worth 6%. The employee cannot receive more than 5% to 6% respectively for a combination of an associates or bachelor's degree.

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

Subsection 8.6b - Education Reimbursement.

The Employer 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; however, reimbursement for courses in general education areas, i.e., English, science, etc. not be permitted. To be eligible for such 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 Employer to verify costs, course completion and grade, etc. Such courses shall be limited to the continental United States.

Notwithstanding the foregoing, no employee shall be eligible for tuition, and fee reimbursement in excess of 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 Employer shall not be responsible for any tuition, fees, books, transportation, and room and board.

Subsection 8.6c – Training Hours

The Employer will provide up to 96 training hours each calendar year for employees who have been employed by the Employer as a full-time employee from the date of hire up to five (5) years.

The Employer will provide up to 72 training hours each calendar year for employees who have been employed by the Employer as a full-time employee in excess of five (5) years and up to ten (10) years.

The Employer will provide up to 48 training hours each calendar year for employees who have been employed by the Employer as a full-time employee in excess of ten (10) years.

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 employees regular scheduled work hours. An employee must successfully complete or have successfully completed the following courses prior to being eligible to request an approved fire service, rescue, and emergency medical training:

1. Fire Apparatus Engineer,
2. Advanced Firefighter,
3. Hazmat Operations, and
4. Vehicle & Machinery Operations

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.

If an employee is approved to attend a scheduled training, his/her 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 permitted be rolled into the following calendar year.

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

Section 8.7 - EMT-I Premium.

Effective upon ratification of this agreement EMT-I Premium have been added to each step in Appendix A creating a new base wage.

Section 8.8 – EMT-P Premium

Effective upon ratification of this agreement EMT-P Premium has been 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 firefighter'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 firefighter 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 that 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 7(g)(2) , 29 U.S.C. 207(g)(2) of the Fair Labor Standards Act to facilitate this:

1. Request for service will be made to Fire Chief or designee such as Shift Commander.
2. Request will be evaluated and approved or disapproved by the Fire Chief or designee.
3. Approved work will be offered to the Firefighters on an equitable basis. All work which is reoccurring in nature shall be scheduled.
4. This work is offered on a voluntary basis. No firefighter will be forced to work special assignments.
5. This work is approved by the City and the firefighter working the special assignment will be covered by the City's normal liability and worker's compensation insurance coverage.
6. The firefighter will be paid in a bi-weekly regular payroll check.
7. 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 Fridays at 1845 through Monday at 0645. All calls 0-14.9_miles is a minimum of two hours of pay and then hour for hour pay after the mileage minimum. All calls between 15 and 39.9_miles are based on a minimum of 3 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 and 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.

8. Scheduled on duty shift personnel shall not be used to supplement special duties such as transfers.
9. 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.
10. Sworn members working transfer detail are working as Firefighters 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.
11. The City reserves the right to discontinue the transfer service at any time, in its sole absolute discretion.

ARTICLE IX - 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, he 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.

The annual average weekly hours shall normally not exceed fifty-two and a half (52.5) hours per week. The average weekly hours shall be accomplished by scheduling every sixteenth (16th) on-duty shift as an unpaid "Kelly Day" off-duty. This provision shall not take effective until January 1, 2018.

Straight-Time Hourly Rate 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 2730. 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 and eighty (180) hours in his normal twenty-four (24) day work cycle.

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.

In the event of employees changing shifts and receiving ninety-six (96) consecutive hours off duty the City shall not be responsible for paying any additional overtime or time off. However, should said employee work more than the one hundred eighty (180) hours in the twenty-four (24) day work cycle said employee shall be compensated the addition one-half time for the hours in excess of one hundred and eighty (180).

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 the reason.

For the purposes of the time spent in training away from the City of Ottawa, an employee engaged in attending mandatory training, (i.e. an employee's probationary training, and continuing education at state universities or other such training facility) shall be regarded as being on a 8:00 am to 5:00 pm workday schedule for each day they attend such training, and such employee will not revert back to his normal twenty-fours (24) hours shift until he is next scheduled to work at the Fire Station.

Section 9.2 - Shift Switching.

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

An employee may have another employee substitute for him 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 portion 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.

The members not assigned to regular platoon duty 24- or 48-hour shifts shall be designated floating shift members. Floating shifts shall be followed by no less than 24 hours off duty. These members shall not be required to work 72 hours straight, nor work less than a 24-hour duty shift except by mutual agreement. The annual average weekly hours for those members shall normally not exceed the regular working of hours of sworn bargaining unit members per week (53). The shifts to be worked shall be determined by the Fire Chief or his designee. Members assigned to floating shift duty shall be provided with a work schedule no less than 30 days before their assignment begins. However, upon mutual agreement, floating shift personnel may be moved as necessary to cover shift shortages that may occur after the schedule is posted. Once the floating shift has three firefighters assigned, these firefighters shall be placed equally on regular platoon duty shifts. Floating shifts shall not consist of more than one (1) Lieutenant and (2) two firefighters. To be eligible to be placed on a floating shift, sworn bargaining unit members must be off probation. Once sworn bargaining unit

members have received a work schedule, the sworn bargaining unit member on a floating shift shall be allowed to place vacation days on the calendar if he so chooses.

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 X - 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 in excess of one (1) year but less than five (5) years on 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 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 in excess of five (5) years but less than ten (10) years shall be entitled to seven (7) 24-hour shifts as vacation with full pay, said time to be non-cumulative.

Subsection 10.1c - Ten to Fifteen Years.

All Fire Department employees who have worked for the City of Ottawa as full-time employees in excess of ten (10) years but less than fifteen (15) years shall be entitled to nine (9) 24-hour shifts as vacation with full pay, said time to be non-cumulative.

Subsection 10.1d - Fifteen to Twenty Years.

All Fire Department employees who have worked for the City of Ottawa as full-time employees in excess of fifteen (15) years, but less than twenty (20) years shall be entitled to eleven (11) twenty-four hour shifts as vacation with full pay, said time to be non-cumulative.

Subsection 10.1e – Twenty to Twenty-Five Years.

All Fire Department employees who have worked for the City of Ottawa as full-time employees in excess of twenty (20), but less than twenty-five (25) years shall be entitled to twelve (12) twenty-four hour shifts as vacation with full pay, said time to be non-cumulative.

Subsection 10.1f – Twenty-Five to Thirty Years.

All Fire Department employees who have worked for the City of Ottawa as full-time

employees in excess of twenty-five (25), but less than thirty (30) years shall be entitled to thirteen (13) twenty-four hour shifts as vacation with full pay, said time to be non-cumulative.

Subsection 10.1g –Thirty or More Years.

All Fire Department employees who have worked for the City of Ottawa as full-time employees in excess of thirty (30) years shall be entitled to fourteen (14) twenty-four hour shifts as vacation with full pay, said time to be non-cumulative.

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 who actually work said day shall be paid time and one-half for all hours worked on said day. The above holidays shall begin at 0645 hours on the actual date of the holiday and continue until 0645 hours the following day.

Effective January 1st, 2014, holidays shall not be placed on the calendar as part of the holiday buyback for 2014. Notwithstanding the above provisions, employees, covered by the terms of this Agreement shall continue to schedule ten (10) twenty-four hour "holiday" shifts off-duty per year, as provided by past practice and in Article X Section 10.3, below. employees hired after May 1, 2001, shall schedule the following twenty-four hour "holiday" shifts off-duty per year.

0 - 1 Years of service	5 twenty-four (24) hour shifts
2 - 3 Years of service	6 twenty-four (24) hour shifts
4 - 5 Years of service	7 twenty-four (24) hour shifts
6 - 7 Years of service	8 twenty-four (24) hour shifts
8 - 9 Years of service	9 twenty-four (24) hour shifts
10 or more years of service	10 twenty-four (24) hour shifts

New employees hired during the calendar year shall receive holiday time off on a pro-rata basis. For example: an employee hired on September 6, shall be entitled to two (2) holiday shifts off during the remaining calendar year (five holidays divided by four (4) months rounded; one-third of year; 5 holidays divided by one-third equals 1.666 or 2 shifts rounded.

Employees who do not use all of their holidays in a calendar year shall be compensated in cash for all unused said holidays within thirty (30) days of the end of the calendar

year. Holidays shall be compensated at the employees' regular hourly rate for twenty-four (24) hours.

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 off 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, provided that 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 anyone (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 10.3 A - Special Holiday selection

The picking of Easter Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day shall be considered special pick days and shall be limited by the following picking procedure: Up to two employees, (one only when there is an employee off on Kelly Day on the designated days), shall be assigned a special pick day through a rotating list maintained by the shift, and may pick the above special pick day according to a rotating list. The employee shall elect to place a vacation day on the assigned day or turn it down. In the event the special pick day would be turned down, the day would remain open for regular vacation picking. The employee at the top of the list shall, prior to picking any vacation days, declare his intention to pick the special pick day and shall place a holiday or vacation day on that special pick day prior to picking any other vacation day and the employee then shall be rotated to the bottom of the special pick day list. The picking of the special pick day 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 special pick day shift list shall be incorporated as Appendix B of this agreement and shall be updated on an annual basis.

Upon an employee being reassigned to a different shift said reassigned employee shall

be placed on the special pick day list in the same position of the employee that he is replacing on the reassigned shift. New employees shall be placed on the bottom of the special pick day list on the shift they are assigned.

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 a 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 members as defined in the FMLA.

However, an employee may use personal sick leave benefits provided by the employer 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 appointment 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 fifteen (15) hours 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 contact

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

First Incident	Written Reprimand
Second Incident	The Fire Chief may suspend the firefighter for a period of not to exceed 3 shifts without pay.
Any Subsequent Incident	The Fire Chief may suspend the firefighter for a period of 3 shifts without pay or may file a written charge with the Fire & Police Commission requesting suspension or discharge of the firefighter. Any subsequent suspension or written charge will be subject to the rights of the firefighter and procedure set forth in 65 ILCS § 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 as long as said employee 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.

- i. 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 sick leave.
- ii (A) The first 144 hours of said sick leave will be borrowed on the employee's anticipated sick time.
(B) The last 144 hours of said sick leave will be provided by the City.
 - iii Such request shall be made to the Local 523 Executive Board for recommendation.
 - iv A committee consisting of the Mayor, the Fire Chief and the Local 523 President are appointed to review such request. This committee shall grant or deny such request. The decision of this committee will be final with no appeal or grievance allowed.
 - v Catastrophic sick leave is not intended for an employee who repeatedly has abused accumulated sick leave. In the event that 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 that there has not been any addition abuse of sick leave within that year.
 - vi. In the event an employee leaves the force prior to replacing anticipated sick leave he has taken he shall reimburse the City.
 - vii. Catastrophic illness is considered to be a non-duty related illness or injury which would cause a firefighter to be off for a period of time without pay that would cause a 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 leave of absence for death in the immediate family if the employee attends the funeral. In no event shall employees be

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 or half-sister or brother, where the employee establishes to the satisfaction of the Fire Chief that the relationship between him 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 10.5 A – Personal Leave.

Every employee shall be granted one (1) day of personal leave for the purpose of transacting or attending to personal, legal, or business matters which cannot be transacted on non-duty days. Personal days may also be used for the same purpose of sick leave once all sick time is exhausted and prior to invoking catastrophic sick time. Employees will accrue 1 personal day every calendar year and employees will not be allowed to carry personal days from year to year. Effective upon ratification of this agreement, employees will earn 1 personal day, and accrual of personal days will occur January 1st of every year thereafter.

Section 10.6 - Jury and Court Time.

Employees who are called to jury duty shall, when such jury duty conflicts with his/her regular duty schedule, be released from duty without loss of pay and/or benefits. In the event an employee is required, as a result of the performance of his/her duties as an employee, to be a witness in a court or other legal proceedings, 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 proceedings, due to his/her duties as an employee, such time spent at such proceedings shall be paid at the employee's overtime 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 his full and normal duties, per their job description, he may request to be assigned to a limited duty

status, provided that 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:

- a. answering the telephone,
- b. entering reports into the computer,
- c. assisting the public,
- d. assisting with clerical duties,
- e. inspecting residential, commercial, and industrial building,
- f. 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 treatments medically required 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 on 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 twenty-four (24) hour shift.

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

ARTICLE XI – Medical, Hospitalization and Dental Insurance

The Employer 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 for employees dated April 1999*. All employees shall also be covered under the *Plan Document and Summary Plan Description for City of Ottawa Employee Benefit Plan* signed January 6, 2003. Any and all benefits in both Plans shall be applicable when determining whether or not an employee or his/her 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 year, 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 close of the plan year (August 31). The City shall provide the union with a complete analysis of the computation of the premium equivalents prior to December 1.

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 employer in writing and paying 25% of the premium charged; employer 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 employer 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 employer, the retiree may apply to the City of Ottawa and be re-instated 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 his/her insurance.

Notwithstanding any of the foregoing to the contrary, when a retired employee, who has elected to continue insurance coverage, becomes 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.

In no event shall a retired employee or eligible spouse who is enrolled in the Medicare prescription coverage be required to pay more than what the retiree or eligible spouse would have been required to, had the individual been allowed to continue the non-Medicare plan. However, the employee or eligible spouse will be required to pay the co-pays as provided for in the supplemental prescription coverage.

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 will pay the premium costs for such life insurance.

Section 11.1 - Insurance Committee

The employer and the Union agree to establish a joint Insurance Committee within thirty (30) days of the signing of this Agreement to be composed of six (6) members, three (3) appointed by each party. The committee shall meet on a regular basis in order 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

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 any and 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 XII - GENERAL PROVISIONS

Section 12.1 - Uniform Allowance.

~~1. Each employee shall be entitled to an annual uniform/clothing allowance of three hundred seventy-five dollars (\$375.00). Beginning May 1, 2010 the uniform/clothing allowance shall be increased to four hundred twenty-five dollars (\$425.00) and said clothing allowance shall be added to the base pay and cease to exist. Employees may purchase uniforms/clothing from any vendor that offers the approved uniform. The employer shall directly reimburse an employee for the cost of a uniform/clothing item(s) upon presentation of a paid receipt, which clearly indicates the nature of the item of uniform/clothing. The uniform/clothing allowance shall be used to purchase the approved uniform items. Said reimbursement shall be made to the employee no later than thirty (30) days after submission of the paid receipt. 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.~~

~~2. Food Allowance - Each employee shall receive \$50.00 per month for food. Effective May 1, 2007, employee shall not be paid a food allowance and said food allowance shall be included in the wage schedule in Appendix A of this agreement.~~

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-rata pay due for the current year at his current rate of pay.

Section 12.3 Health & Safety.

The Employer 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. Upon ratification of this agreement, the employer 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 employer procuring 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 employer 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 on an annual basis. The TB test shall be made available to employees while on duty. If an employee should be required to submit to the TB test while off duty that employee shall be paid overtime. The employer 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 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 that 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 that 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 City 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 shall meet on a quarterly basis or more often if needed.

Section 12.4 – Notice of Retirement

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

Section 12.5 – Staffing

Each shift shall be staffed by a minimum of seven (7) bargaining unit members including two (2) officers. Ambulances shall be staffed with a minimum of 2 sworn bargaining unit members, and there shall be at least one staffed fire engine with a minimum of three 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 firefighter duties.

Section 12.6 – Power Test

The Power test shall be given two times per year and any firefighter who successfully completes the Power Test shall receive twelve (12) hours of compensatory time per test. Any firefighter who unsuccessfully completes the Power Test shall receive two (2) hours of compensatory time per test.

Section 12.7 Specialty Teams

Bargaining Unit members shall be allowed to attend specialty team trainings, 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 backfill their positions. At no time shall an employee be forced back to cover 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 employer 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.

ARTICLE XIII - 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 wellbeing 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, as a result of a labor dispute with the Union, lockout or prevent any employee covered by this agreement from performing their regularly assigned duties.

ARTICLE XIV - NO CONTRACTING OR SUBCONTRACTING

During the term of this Agreement, the Employer 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 Employer 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 XV - 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 XVI - AMENDMENTS

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

ARTICLE XVII - DUES CHECK-OFF / FAIR SHARE

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer 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 by 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 by 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 Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses, and social security numbers shall be remitted monthly to the Treasurer of the Union. The Union shall advise the Employer 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 XVIII - 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.

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

In addition, all newly hired employees or employees returning to work after an absence in which that employee's EMT-Intermediate certification lapsed shall become a certified EMT-Intermediate 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 for said classes and/or training, referenced in this section, for such certification shall be as 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/Intermediate class one (1) time and take the state certification exam a maximum of three (3) times.

If an employee covered by this Agreement voluntarily terminates his employment with the City within three (3) years of the employee's date of hire (as described in paragraph 1 of this Article), then such employee shall reimburse the City for the cost of such training as follows: one hundred percent (100%) of said cost if the employee leaves within less than two (2) years after the date of hire; and seventy-five percent (75%) if the employee leaves more than two (2) years but less than three (3) years after the date of hire. The City may withhold such an amount from the employee's final paycheck, or the City shall have the right to take appropriate legal action to collect such amount from the employee. In any event, the employee, or former employee, shall be legally obligated liable to pay the amount specified herein to the City.

The Fire Chief may, in his discretion, waive an individual's obligation to repay training costs under this Section, in a specific instance.

ARTICLE XIX - 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 that those rules and regulations do not conflict with this 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.

The 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 that 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 must meet the following minimum qualification prior to taking the lieutenant test: Five (5) years of service on the Ottawa Fire Department, Certified Firefighter III or Advanced Firefighter, Certified Fire Apparatus Engineer, Instructor I, and meet two hundred (200) training hours as outlined in Section 8.6a. These changes be in full force effective May 1, 2022.

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 particular 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:

	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 provide by state statute.

The order of testing shall be:

1. Professional Achievement

2. Oral Interview
3. Merit and Efficiency
4. Seniority
5. Written Exam

Section 19.5 – Components.

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 that 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 observers, 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 for the purpose of gathering 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 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 or 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 in excess of five 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 (0) seniority, 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 by 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 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 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 date of the written examination and awarded prior to the start of 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 candidates Oral Interview. All classes and certifications are subject to verification by the Fire Chief. The parties recognize that 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 achievements as follows:

Category I – Fire

Class/Certification	<u>Points</u>
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 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

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
Vertical Ops	1.0
Vertical Technician	1.0
Structural Collapse Ops	1.0
Structural Collapse Technician	1.0
Water Rescue Ops	1.0
Water Rescue Technician	1.0
Hazardous Materials Technician A	1.0
Hazardous Materials Technician B	1.0
Arson Investigator I & II	1.5
Arson Investigator III	1.0
Tactical EMS Provider (SWAT Medic 40 hour)	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
Juvenile Fire Setters	0.5
Instructor II	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.

Candidates for Lieutenant or Captain may use a maximum of five (5) points from any category above, however said classes may only be used once for promotion. (i.e., if the candidate receives two (2) points for an associate degree and is promoted to lieutenant, the candidate cannot reapply for two (2) points for an associate degree when testing for captain.) If a candidate applies for and is granted Professional Achievement points and is not promoted the points may be reapplied in subsequent promotional tests.

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

* NFA refers to the National Fire Academy and R--- refers to the NFA course number.

Subsection 19.5d - Oral Interview.

The Fire and Police Commission shall conduct an oral interview of 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 candidates shift. The entire personnel file of the employee, including all evaluations may be used by the Chief/Deputy Chief in the formulation of this component. 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 that the employee does not agree. 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 percent (70%). 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 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 make adjustments, if necessary, to 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 that an error has been made with respect to eligibility to take an examination, examination result, 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 VII 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 that 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 a period of three (3) years. The City shall take all necessary steps to ensure that the Fire and Police Commission maintain in effect current eligibility lists so that 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 will have the ability to extend the one-year requirement for extenuating circumstances. (i.e., 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 employer agrees to pay the cost of classes associated with the promotion. The employer agrees to maintain minimum staffing.

ARTICLE XX - DRUG AND ALCOHOL TESTING POLICY

In order to help provide a safe work environment and to protect the public by ensuring that employees have the physical stamina and emotional stability to perform their assigned duties, the parties hereto agree to the implementation by the Fire Department of the Drug testing policy set forth below.

Section 20.1 EMPLOYEE DRUG TESTING

Subsection 20.1a – Purpose.

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

Subsection 20.1b – Policy:

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

Subsection 20.1c – Procedure:

A. PROHIBITED ACTIVITY:

Fire fighters, 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 a supervisor.
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.

B. GENERAL:

1. Fire fighters 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 their supervisor. The medication, its duration of usage, and the potential impairment will be made known. Where appropriate, the fire fighters' duty assignment may be altered, limited duty status invoked, or sick time imposed. This information will be kept confidential and made known only to the Fire Chief and necessary supervisor(s).
2. Fire fighters 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 a supervisor.
3. Fire fighters having any knowledge of another employee in violation of any provision in this policy shall immediately report the circumstances of this knowledge to a supervisor. Any employee who intentionally and falsely accuses another employee of violating this policy will be subject to appropriate discipline.
4. Discipline for a violation of this policy shall be in accordance with established procedure 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 one time per year. Fire fighters would be grouped by individual shift. One name would be selected from each group and subject to testing. For random testing to occur an administrator shall be present. However, no fire fighter may be subject to selection for random drug testing more than once per year. Selection will be random by placing group names into a container and drawing one name blind. During the process of selection, a union representative will be notified and allowed to be present if desired. The Fire Chief may, at his option, waive random testing if he deems it necessary or desirable.

2. **TESTING FOR CAUSE:**

Any fire fighter 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 to the tested fire fighter 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 finding of cause.

3. Any City of Ottawa employee who is involved in an accident while on duty must immediately notify their Supervisor and their Department Administrator of the accident. The employee will remain at the scene of the accident until the Department Administrator, or his designee arrives or until the Department Administrator provides other Instruction.

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

The accident involved a fatality.

The accident involved an injury requiring medical treatment.

The accident involved the completion of a police report, or the likelihood of an insurance claim being filed.

The accident involved significant property damage over \$1500 (as determined by the Ottawa Fire Department).

Any motor vehicle accident at the discretion of the Department Administrator.

A post motor vehicle accident drug and alcohol test may be waived if none of the criteria listed above has been met or the test is waived by member of the Fire Department Administration (i.e., Chief or Deputy 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 TEST

In conducting the testing herein specified, the Employer shall:

- A. A presumptive test will be conducted at the Ottawa Fire Department by the Fire Chief or his designee. If the test is inconclusive or indicates a positive result, then further testing will be required subject to the paragraph B.
- B. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is HHS certified laboratory.
- C. Provide the employee tested with an opportunity to have additional sample tested by a clinical laboratory or hospital facility (HHS Certified) of the employees own choosing, at the employees own expense.
- D. Provide each employee tested with a copy of all information and reports received by the employer in connection with the testing and results.
- E. 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 employee's personnel files.
- F. Required that the laboratory or hospital facility report to the employer 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 employer 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 or his designee. Testing will occur

while the employee is on duty except if there is an indication of drug abuse while off duty the fire fighter may be ordered to report for duty immediately and subsequently ordered to submit to testing.

Once a fire fighter is ordered to submit to testing the assigned supervisor will remain in continuous visual contact with the fire fighter 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 fire fighter. This form will indicate any drugs, substances, or medical conditions which might account for a positive drug test. This form will be signed by the fire fighter and supervisor and submitted to the Chief or his designee.

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

If needed, the fire fighter will be given a reasonable amount of water to aid in urination. If necessary, the fire fighter 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 on Drug Abuse (NIDA).

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

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

E. TESTING METHODOLOGY

Testing consists of a twostep 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 tests are positive the test result is then considered conclusive. The level of concentrations of drugs to be considered a positive test result during either the initial screening test or 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 contact the following business day by the department administrator 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

Fire fighters 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. Admission of a problem in its early stages helps not only the Department but the fire fighter. If a fire fighter comes forward voluntarily and reports an abuse problem -(prior to any REQUEST for testing), the Fire Chief may-consider this when contemplating any disciplinary action. The type, depth, and duration of abuse, the officer's service record, the probability of successful rehabilitation, the integrity of the Department, along with any other pertinent matter should be considered by the Fire Chief.

ARTICLE XXI - 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 others, the following penalties:

- * Oral reprimand. Oral reprimands recorded in an employee's personnel file shall not be used after 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 generally 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 Village to embarrass the employee before other employees or the 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 in excess of seventy-two consecutive (72) 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 21.2 - Suspension or Discharge

The parties recognize that 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.

Discipline action may be imposed upon an employee only for just cause, and consistent with the rules and regulations of the Ottawa Fire and Police Commission and with the terms of this agreement. Any disciplinary action, including suspension and discharge, may be processed either as an appeal to the Ottawa Fire and Police Commission, or as a grievance through the grievance procedure beginning with the arbitration step, in this

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 14 working days of the date of the disciplinary action against the employee and within 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.) Before the Board of Fire and Police Commission of the City of Ottawa (BFPC) or 2.) the Grievance/Arbitration Procedure, as set forth in Appendix C. Once the employee makes a choice, his choice is irrevocable.

If Appendix C 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 XXII- TERM OF AGREEMENT

This Agreement shall be effective as of May 1, 2021 and shall remain in full force and effect from said date until 23:59 hours on the 30th day of April 2024. 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, 2024, 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 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 3rd day of August, 2021


MAYOR, CITY OF OTTAWA


PRESIDENT, LOCAL 523


Vice President, Local 523


SEC/TREASURER, LOCAL 523


TRUSTEE, LOCAL 523


Sergeant at Arms, Local 523

APPENDIX A

2021 (3%)	New Base Pay with EMT-I and EMT-P Premium included
Start Wage (less than one year of service)	\$59,299.00
1 year of service	\$61,900.86
3 years of service	\$65,099.98
5 years of service	\$67,701.85
7 years of service	\$70,900.95
Lieutenant	\$76,152.87
Captain	\$80,748.30

2022 (3%)	New Pay Scale
Start Wage (less than one year of service)	\$61,077.97
1 year of service	\$63,757.89
3 years of service	\$67,052.98
5 years of service	\$69,732.91
7 years of service	\$73,027.98
Lieutenant	\$78,437.46
Captain	\$83,170.75

2023 (3%)	New Pay Scale
Start Wage (less than one year of service)	\$62,910.31
1 year of service	\$65,670.62
3 years of service	\$69,064.57
5 years of service	\$71,824.90
7 years of service	\$75,218.82
Lieutenant	\$80,790.58
Captain	\$85,665.88

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 the 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 base salary. Stipends shall be 3% of the 7-year firefighter base and shall be included in the employee's total rate of pay for pensionable purposes.

- 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 one and one-half times the employee's regular rate of pay.

APPENDIX B

Special Holiday selection list

The parties recognize the list as it existed as of May 13, 2010, will change from time to time as defined in Section 10.3 of this agreement.

APPENDIX C:
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

Subscribed and sworn to before me this
____ day of _____, 20____.

Notary Public, Illinois
expires: _____

My commission

Received by the Fire Chief or his designee:

By: _____

Date: _____, 20____.

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF OTTAWA AND TO WAIVE GRIEVANCE/ARBITRATION PROCEDURE

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

I, _____, being subject to discipline by the City of Ottawa Fire Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the City of Ottawa in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of an arbitration hearing under the grievance procedure of this Agreement.

By electing to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Ottawa, the 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

Subscribed and sworn to before me this

____ day of _____, 20____.

Notary Public, Illinois
My commission expires: _____

Received by the Fire Chief or his designee:

By: _____

Date: _____, 20____.

