

RESOLUTION NO. 109 -2023

A RESOLUTION AUTHORIZING AN EXTENSION AND AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OTTAWA AND POLICE BENEVOLENT LABOR COMMITTEE

WHEREAS, on June 20, 2023, the Council of the City of Ottawa, Illinois passed Resolution No. 095-2023 authorizing the execution of an Extension and Amendments to the Collective Bargaining Agreement between the City of Ottawa and the Police Benevolent Labor Committee; and,

WHEREAS, following the passage of the Resolution and execution of the Extension and Amendment, a typographical error was discovered by the parties; and,

WHEREAS, the parties corrected the typographical error and desire to pass the corrected version of the Extension and Amendments to the Collective Bargaining Agreement; and,

WHEREAS, the Council of the City of Ottawa desires to revoke and repeal Resolution 095-2023 passing the Extension and Amendment containing the error.

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

Section One: That Resolution No. 095-2023 dated June 20, 2023, authorizing the Extension and Amendment to the Collective Bargaining Agreement between the City of Ottawa and Police Benevolent Labor Committee is hereby revoked and repealed effective immediately.

Section Two: That the Mayor of the City of Ottawa, Illinois, be, and he is hereby authorized and directed to execute the corrected version of the Extension and Amendments to the Collective Bargaining Agreement between the City of Ottawa and the Police Benevolent Labor Committee, a copy of which is attached hereto and incorporated herein by reference.

Section Three: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.

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

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

PASSED and **APPROVED** this 18th day of July 2023.



Robert Hasty, Mayor

ATTEST:



Shelly E. Munks, City Clerk

**EXTENSION AND AMENDMENTS TO THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF OTTAWA AND
THE POLICE BENEVOLENT LABOR COMMITTEE
MAY 1, 2022 to APRIL 30, 2025**

WHEREAS, the City of Ottawa (hereinafter “City”) and the Police Benevolent Labor Committee (hereinafter “Union”) have a negotiated Collective Bargaining Agreement (hereinafter “Agreement”) that had term from May 1, 2022, until April 30, 2025; and,

WHEREAS, the parties have agreed to numerous modifications in the Agreement and have agreed to extend the agreement by an additional year.

NOW THEREFORE, the parties acknowledge they have bargained with respect to the wages and other terms and conditions of employment and to that end, the parties agree to amend the current collective bargaining agreement as follows:

1. The current collective bargaining agreement for the period May 1, 2022 to April 30, 2025, is hereby extended for one year and is now for the period of May 1, 2022 to April 30, 2026.
2. Section 4.4 and Section 4.5 in Article 4 Hours of Work are hereby amended and modified to read as follows:

SECTION 4.4 WORK SCHEDULE

Work schedules showing the employees regular shifts, workdays and hours shall be posted on a department bulletin board at all times.

From time to time, it may be necessary to modify a shift or schedule as management rights allow to be done. However, if less than five days (120 hours) notice is given for any schedule change, the employee must still report for duty as ordered, but will be compensated at time and one half for each hour worked prior to the five days (120 hours) notice.

Said notice must either be verbal or written and must be communicated directly to the affected employee.

Due to the necessity of employees within the Narcotics Section of the Detective Division as well as the employee assigned as the Community Initiative

Officer from the Patrol Division needing to periodically "flex" their work shifts on a temporary basis for the purpose of conducting drug related investigations, these employees shall be afforded as much notice as possible of a planned schedule change, but not less than two days (48 hours) notice of such change to their regular work schedule.

SECTION 4.5 WORK SHIFT

A work shift for all bargaining unit members shall consist of a minimum of four sworn bargaining unit members assigned to patrol duties at all times, excluding the community initiative officer who is assigned to patrol for supervision purposes only.

These minimum work shift requirements exclude any sworn police personnel during their Field Training Period.

Bargaining unit members assigned to non-patrol duties (investigations, task force, etc.) 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 patrol duties.

3. That paragraph D of Section 4.6 in Article 4 Hours of Work is hereby amended and modified to read as follows:

D. The Chief of Police or his designee will have authority to move officers between patrol and a specialized departmental position (i.e., investigations, drug agents, School Resource Officers, Community Initiative Officer(s)) or promote officers to positions of supervision. When such incidents occur, the affected officer's patrol shift assignment can be overridden, and any vacancies it caused in a patrol shift can be filled by the replacement officer, if one exists.

4. That Article 15 Compensatory Time is hereby amended and modified to read as follows:

ARTICLE 15 COMPENSATORY TIME

Section A. Field Training Officer

Any officer who is certified or trained as an FTO and is assigned a new recruit for the purposes of a fourteen (14) week field training program shall receive one (1) hour of compensatory time per a full shift while holding such assignment. The time will be submitted daily at the completion of the shift (12hrs) for which the assigned FTO has earned it.

Section B. Evidence Officer

Any officer assigned as an evidence officer for the purpose of logging and destroying evidence shall receive three (3) hours of compensatory time per month.

Section C. Firearm/Range Instructor

Any officer who is certified as a Firearm/Range Instructor and assigned to that position within the department by the Chief of Police shall receive three (3) hours of compensatory time per month. The Chief of Police shall assign and maintain four bargaining unit members as Firearm/Range Instructors.

Section D. Power Test

The Power test shall be given two times per year and any officer who successfully completes the Power Test shall receive eighteen (18) hours of compensatory time per test. Any officer who unsuccessfully completes the Power Test shall receive three (3) hours of compensatory time per test.

Section E. Accident Reconstruction Officer

Any Officer certified as an Accident Reconstructionist and assigned to such position within the department shall receive three (3) hours compensatory time per month.

5. That Section 16.1 of Article 16 Overtime is hereby amended and modified to read as follows:

SECTION 16.1 OVERTIME PAY

Overtime shall be paid at two (2) times the employee's regular straight time hourly rate. In addition to this rate of pay, all employees required to work overtime while on their vacation or a holiday shall receive an additional hour of straight pay.

Officers are eligible to select pay or compensatory time for any overtime detail excluding those being paid by an outside organization (Ex. Wal-Mart Security, OHS Security, ETC.) excluding mandatory overtime. Overtime created by the posting of Compensatory time by an employee for time off is only eligible for pay. In the event either of these situations occur then only pay can be turned in at the double time rate.

6. That Section 18.4 of Article 18 General is hereby amended and modified to read as follows:

SECTION 18.4 PENSION FUND CONTRIBUTIONS

Pursuant to 40 ILCS 5/3-125.2, the City shall pick up the pension fund contributions required of each police officer under the provisions of 40 ILCS 5/3-125. 1. (The purpose of this Section is to defer the employee's pension contribution from being taxed at the time of contribution, subject to and in accordance with applicable law. This section does not change the police officer's obligation to make the required pension contribution.)

The Employer also agrees to pay the employee's required pension contribution in Step increments during employee's employment. If an employee has been with the City of Ottawa Police Department for 10 years, the City will pay 1/3 of the employee's required contribution each pay period. If an employee has been with the City of Ottawa Police Department for 15 years, then the City will pay 2/3 of the Employee's required contribution each pay period. If the Employee has been with the City of Ottawa Police Department for 20 years, then the City

will pay the full amount of the employee's required pension contribution each pay period until the employee retires from service. It will be the responsibility of the Employee to notify administration in writing two (2) weeks prior to reaching the next benefit level. No retroactive payments will be made for the employee if an employee does not notify in writing two weeks prior to achieving the next benefit level. The pension contribution will be paid after the notification on the following full pay period.

7. That Section 20.2 and Section 20.4 of Article 20 Education and Training are hereby amended and modified to read as follows:

SECTION 20.2 IN-SERVICE TRAINING INCENTIVE

~~The employer shall make available to bargaining unit members an opportunity for duty related training offered by the Illinois Valley Crime Prevention Association and/or the Illinois Law Enforcement Training and Standards Board. The employer agrees to maintain membership in both of said organizations. The Union President and/or Secretary shall be permitted to post at the Department all such training opportunities. All posted training opportunities shall bear written notice of approval to all members, limited approval for certain members, or disapproval for all members as determined by the Chief of Police. The approval of the Chief of Police shall not be unreasonably withheld, and the determination of the Chief of Police may include, but not be limited to, such factors as departmental relevance, a member's current job assignment, and unnecessary duplication of training. Bargaining unit members may sign up and attend such training opportunities at their sole discretion but shall only receive compensation as herein provided if the Chief of Police approves such attendance in accordance with the above referenced factors. Attendance at said approved in-service training shall be compensated at the rate of time and one-half for all hours of training attended during off-duty time and all necessary travel time to and from such training if located outside the city of Ottawa. Compensation shall be at straight time for hours of attendance on dates or during time the bargaining unit member is regularly scheduled to work (i.e., there shall be no additional compensation beyond the member's regular pay). The employer retains the right to mandate attendance by bargaining unit members at in-service training or other training classes deemed necessary or appropriate by the employer.~~

In-service training shall also include the ability of all bargaining unit members to train with their duty weapons up to two (2) hours per month. Monthly duty weapon training shall be scheduled by the Ottawa Police Department's Range Master(s). The schedule shall consist of four days out of the month set at two-hour increments. The days shall be scheduled to provide each member of the department two days in which they will be off from their regular work schedule and can take the training. However, officers who choose to train with their duty weapon outside of the training offered and scheduled by the Department's Range Master(s) shall be responsible for any ammunition costs incurred by them during their training. All duty weapon training will take place at the Ottawa Police Department's range, or another location preapproved by the Chief or his designee. Bargaining unit members shall be compensated by the Employer at time and one-half compensatory time for all hours of duty weapon training completed during off-duty time.

~~All bargaining unit members shall be limited to receiving a maximum of sixty (60) training hours (and associated compensatory time at time and one-half for a maximum of ninety (90) compensation hours) per fiscal year beginning May 1, 2012. The sixty (60) hour training limit shall not include assigned or required training, training for special units such as the Emergency Response Team and K-9 units, and non-compensated training hours.~~

~~———— The sixty (60) hour training limit shall include the monthly duty weapon training and all travel time hours associated with non-mandatory training hours.~~

~~Starting May 1, 2020, all bargaining unit members shall be limited to receiving a maximum of ninety six (96) training hours (and associated compensatory time at time and one-half for a maximum of one hundred forty four (144) hours). The ninety six (96) hour training limit shall not include assigned or required training, training for special units such as the Emergency Response Team and K-9 units, and non-compensated training hours. The ninety six (96) hour training limit shall include the monthly duty weapon training and all travel time hours associated with non-mandatory training.~~

A record of all in-service training received by bargaining unit members shall be kept within the department and available to employees for review. This computation shall be based on the bargaining unit member's submitted compensation slip, not the hours listed on the class certificate.

~~Effective January 1, 2009, all employees who attain or have attained 600 hours of in-service shall receive a pay incentive of 2% of his base wage. All employees who attain or have attained 900 hours of in-service training shall receive an additional pay incentive of 2% of his base wage. All employees who attain or have attained 1200 hours of in-service training shall receive an additional pay incentive of 2% of his base wage. All employees who attain or have attained 1500 hours of in-service training shall receive an additional pay incentive of 2% of his base wage.~~

~~All of the above in-service training pay incentives shall be cumulative, making a total possible in-service training pay incentive of 8% of base wage. The number of in-service training hours shall be cumulative from an employee's first date of service. Said pay incentive shall be included in an employee's hourly rate.~~

Effective at signing the in-service training pay incentives shall be added into the starting base wage. Additionally, only the monthly firearms training will be compensated at the time and one-half rate and limited to 2 hours per month training which equates to 3 hours of compensation for the monthly training. All other training will be uncompensated unless it is assigned by the Chief of Police or his designee. Lined out Paragraphs remain only to memorialize changes made.

SECTION 20.4 MILITARY INCENTIVE

~~Employees who serve or have served in any branch of the United States Armed Forces and who has received an honorable discharge shall receive an additional 1% added to his/her base salary. This provision shall only apply to employees who are actually receiving the incentive on May 1, 2006.~~

Effective at signing the Military Incentive 1% pay incentive shall be added into the base wages. Lined out Paragraphs remain only to memorialize changes.

8. That Section 20.4 and Section 20.6 of Article 22 Wages and Longevity Pay are hereby amended and modified to read as follows:

SECTION 22.4 LONGEVITY INCREMENT

~~All full-time employees of the Police Department shall be entitled to longevity increments as follows: with May 1, 1968, being the base year:~~

~~A. \$350 per service year to each member of the bargaining unit for each year of longevity with a cap of 25 years.~~

~~B. All employees hired after January 1, 2011, those enrolled in tier II pension plan shall receive longevity of \$350 per year with a cap of 30 years not to be compounded with section A.~~

~~Years of service to be computed as follows:~~

~~1) 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.~~

~~2) Once the original computation is made, each fiscal year thereafter shall be counted as an additional year of longevity.~~

Effective at signing the Longevity Increment pay incentives shall be added into the base wages. Lined out Paragraphs remain only to memorialize changes made.

SECTION 22.6 DETECTIVES ON CALL PAY

Officers assigned to the Detective Division while holding such assignment for a period of 60 days or longer shall receive an additional five percent (5%) of the wages in Appendix A. Said pay is to be included in the employee's hourly rate.

~~In addition to the five percent (5%) stated above, all officers assigned to the criminal investigations section of the Detective Division who are trained to process crime scenes and are currently holding such assignment (on call) shall receive an additional three (2%) pay is to be included in employee's hourly rate. When called to work outside of normal work hours the minimum calls out will be 4 hours. This 4-hour minimum will only apply to work as a direct result of the employees' job assignment to investigations. A schedule of on-call time shall be determined by the Chief of Police or his designee.~~

Effective at signing the Crime Scene processing 2% pay incentive shall be added into the base wages. Lined out Paragraphs remain only to memorialize changes.

9. That paragraph F of Section 22.7 of Article 22 Wages and Pay is hereby amended and modified to read as follows:

F. There is no other compensation outside of the above compensation for the canine officer(s).

10. That Section 22.11 of Article 22 Wages and Pay is hereby amended and modified to read as follows.

Section 22.11 Patrolman Clerical Pay

~~Upon completion of probation Officers/Supervisors assigned to the Patrol Division holding such assignment for a period of 60 days or longer shall receive an additional two percent (2%) of the wages in Appendix A. Said pay is to be included in the employee's hourly rate.~~

Effective at signing the Patrolman Clerical 2% pay incentives shall be added into the base wages. Lined out Paragraphs remain only to memorialize changes.

11. That Article 27 of the Agreement is hereby amended and modified to read as follows:

ARTICLE 27
TERMINATION

Except as otherwise noted in this Agreement, this Agreement shall be effective as of the 1st day of May 2022, and shall remain in full force and effect until the 30th day of April 2026. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party by written notice not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in this article.

12. That Appendix A Wage Schedule, which is attached the Agreement is removed from the agreement and is hereby replaced with the attached Appendix A Wage Schedule, which will be incorporated to the Collective Bargaining Agreement.
13. That the City of Ottawa Employee Drug Testing Policy, which is attached to the Agreement is removed from the agreement and is hereby replaced with the attached

City of Ottawa Employee Drug Testing Policy, which will be incorporated to the Collective Bargaining Agreement.


14. All other terms and conditions of the 2022 to April 30, 2025 Collective Bargaining Agreement and previously executed Side Letter of Agreements or Memorandum of Understandings, except to the extent modified by this Amendment and Extension, shall be applicable.

15. In the event of any conflict between the provisions of this Amendment and Extension of the provisions of the 2022-2025 Collective Bargaining Agreement or previous Side Letter of Agreements or Memorandum of Understandings, the provisions of this Amendment and Extension shall prevail and control.

CITY OF OTTAWA, ILLINOIS,

POLICE BENEVOLENT LABOR COMMITTEE

By: 
Robert Hasty, Mayor

By: 
Marc Hoster, Union President

By: 
Union Secretary

Date: 7/18/23

Date: 7/19/23

APPENDIX A
WAGE SCHEDULE

May 1, 2023 thru April 30, 2024 – 3% Base Increase including Hiring/Retention Adjustment

Starting Wage (Less than one year of service)	\$73,000.00
One Year of Service	\$77,000.00
Two Years of Service	\$81,000.00
Four Years of Service	\$85,000.00
Six Years of Service	\$87,000.00
Eight Years of Service	\$91,000.00

May 1, 2024 thru April 30, 2025 – 3% Base Increase

Starting Wage (Less than one year of service)	\$75,190.00
One Year of Service	\$79,310.00
Two Years of Service	\$83,430.00
Four Years of Service	\$87,550.00
Six Years of Service	\$89,610.00
Eight Years of Service	\$93,730.00

May 1, 2025 thru April 30, 2026 – 3% Base Increase

Starting Wage (Less than one year of service)	\$77,445.70
One Year of Service	\$81,689.30
Two Years of Service	\$85,932.90
Four Years of Service	\$90,176.50
Six Years of Service	\$92,298.30
Eight Years of Service	\$96,541.90

City of Ottawa
EMPLOYEE DRUG TESTING

Purpose

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

I. POLICY:

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

II. PROCEDURE:

A. PROHIBITED ACTIVITY:

Employees, whether on or off duty, shall not:

1. Ingest or possess any controlled substance unless:
--its legal use and subsequent possession is prescribed by a licensed medical practitioner.

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

B. GENERAL:

1. Employees who are taking any medication prescribed by a licensed medical practitioner of which they have been informed has the potential to impair job performance shall advise their department administrator. The medication, its duration of usage, and the potential impairment will be made known. Where appropriate, the employee's duty assignment may be altered or sick time imposed. This information will be kept confidential and made known only to

the Chief of Police, Fire Chief or Public Works Director and necessary supervisor(s).

2. Employees who have accidentally ingested or possessed or have been forced to ingest or possess any prohibited substance in this policy shall immediately report such to a department administrator.
3. Employees having any knowledge of another employee in violation of any provision in this policy shall immediately report the circumstances of this knowledge to a department administrator. Any employee who intentionally and falsely accuses another employee of violating this policy will be subject to appropriate discipline.
4. Discipline of employees for violation of this policy shall be in accordance with established 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 six times per year. The names of all city employees, both union and appointed will be placed into a container. 15 names will be drawn out of the container (approximately 10% of staff). All selected employees will take their test(s) while on duty. For clarification "On Duty" means scheduled for work on the day of the selection. This is to allow for those employees selected who may be on a shift with hours that do not fall between 7 am to 5 pm to be tested upon reporting to their scheduled day of work. In the event a selected employee is on a scheduled day off, personal day, compensatory day, vacation day, sick day or on worker's comp for the City of Ottawa, the employee's random test will be considered a voided selection. There will be no additional selection in place of voided selections. During the process of selection, union representatives will be notified and allowed to be present if desired. The Chief of Police or Department Administrator may, after consulting with the Mayor, waive random testing if deemed necessary or desirable. **Any employee that is notified and selected for random testing, and said testing has not been considered a voided selection, that fails to submit to or inhibits the testing in any way shall be subject to discipline up to and including discharge. Any employee that interferes with or inhibits the testing of any employee in any way shall be subject to discipline up to and including discharge.**

2. TESTING FOR CAUSE:

Any employee may be required to submit to immediate testing for cause. This testing will be unannounced and is not limited as to time or number. The Chief of Police is required to provide the tested employee 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/foreman 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 involving death or great bodily harm

The at fault accident involved an injury requiring medical treatment.

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

The at fault accident involved significant property damage over \$1500 (as determined by the Police 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 Police Department Administration (i.e. Chief or Captain).

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.

Any investigation involving a law enforcement use of force (discharge of firearm)

Any in custody death involving law enforcement

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 for both drugs and alcohol will be conducted at the Ottawa Police Department by the Chief of Police or his designated agent who must be a member of administration. If the test is inconclusive or indicates a positive result, then further testing will be required subject to the paragraph B.

B. A Confirmation test using test 88872 10 Plus Panel and Test 149 THC will be administered by the laboratory at OSF St. ELISABETH. In the event the test panels change names, the like tests will be used in place.

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 employees 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 Chief of Police/Department Administrator or their designee. Testing will occur while the employee is on duty except if there is an indication of drug abuse while off duty the employee may be ordered to report for duty immediately and subsequently ordered to submit to testing.

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

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

A urine, blood, and/or hair specimen (sample) will be taken from the employee under the supervision of a medical laboratory supervisor or physician. The assigned supervisor, physician, or

supervising employee will remain in visual contact with the employee and witness the producing of the sample to ensure the sample is the employee's and is not tampered with.

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

Collection, labeling, testing, storage, and chain of evidence of the sample will be managed by the facility and/or physician responsible for sample collection and any testing facility where the sample may be sent. The testing facility will be certified by the National Institute 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 employee may request a sample of this reserve to have it independently tested.

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

E. TESTING METHODOLOGY

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

F. REPORTING OF ABUSE

Any employee prior to taking the preliminary drug test can voluntarily admit to violating the City of Ottawa's Drug Use Policy. Reporting the use is encouraged and shows the willingness to seek help in receiving treatment. Once the report is made the employee is placed on administrative leave and will be contacted the following business day by 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

Employees who find themselves experiencing drug or alcohol problems are encouraged to come forward as soon as possible and report this problem to the Chief of Police/Department Administrator. Admission of a problem in its early stages helps not only the City but the employee. If an employee comes forward voluntarily and reports an abuse problem (prior to any REQUEST for testing), the Chief of Police or Department Administrator may consider this when contemplating any disciplinary action. The type, depth, and duration of abuse, the employee's service record, the

probability of successful rehabilitation, the integrity of the City/Department, along with any other pertinent matter should be considered by the Chief of Police or Department Administrator.

