

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF OTTAWA, ILLINOIS

AND

POLICE BENEVOLENT LABOR COMMITTEE

On behalf of

PATROL OFFICERS AND SERGEANTS OF THE
OTTAWA, ILLINOIS POLICE DEPARTMENT

1 MAY 2022 TO 30 APRIL 2025

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PREAMBLE

This Agreement entered into by the City of Ottawa, Illinois (hereinafter referred to as the Employer and City) and Police Benevolent Labor Committee, on behalf of the Patrol Officers and Sergeants of the Ottawa, Illinois, Police Department, (hereinafter referred to as the Union), has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I **RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative of all sworn full-time employees in the following ranks: Patrol Officer, Sergeant. All other City employees are excluded from the unit.

ARTICLE 2 **CHECKOFF**

SECTION 2.1 DUES

The Employer agrees to deduct Union dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, and a list of their names, addresses, and social security numbers to the Treasurer as such deductions are made.

SECTION 2.2 INDEMNIFICATION

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against all monetary liability that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. The City agrees to notify the Union if it receives written notice of a claim, demand or suit brought against the City by reason of an action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE 3 UNION **SECURITY**

Removed. (Fair Share Dues based on Janus decision)

ARTICLE 4
HOURS OF WORK

SECTION 4.1 REGULAR HOURS

The regular hours of work each day shall be eight (8) to twelve (12) consecutive hours depending on the individual officer's job assignment except that they may be interrupted by a one-half (½) hour lunch period. Eight (8) to twelve (12) consecutive hours of work, depending on the individual officer's job assignment, within the 24-hour period will constitute the Regular Work Day.

The regular hours of work for officers performing patrol duties, normally assigned to the Patrol Division and counted as part of the minimum required sworn officers on a work shift, as dictated by "Section 4.5 Work Shift", shall work shifts consisting of twelve consecutive hours. Said shifts shall begin at 6:00am for officers working day shifts and at 6:00pm for officers working night shifts.

SECTION 4.2 WORK PERIOD

The forty (40) hour work week, beginning Sunday and ending Saturday, is not applicable to this department. The "work period" for members of the police department, as defined in Section 7(k) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et seq.) shall consist of fourteen (14) consecutive days. "Work periods" shall consist of no less than eighty (80) hours, nor more than eighty-four (84) hours, depending on the job assignment of the individual officer. Overtime does not commence until normally scheduled hours are exceeded for each day or total hours (eighty (80) to eighty-four (84) hours) are exceeded for the work period.

SECTION 4.3 WORK TIMES

All employees shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time.

All employees enrolled in state certified training for certification as a Police Officer shall be considered to be working an eighty (80) hour work period consisting of eight (8) hour workdays regardless of the actual hours of class/training time.

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 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.

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.

SECTION 4.6 PATROL SHIFT-ASSIGNMENT

- A. The Chief of Police or his designee will make assignments to patrol and specialized departmental positions (i.e. investigations, drug agents, School Resource Officers).
- B. Those officers assigned to patrol will have the right to bid Days or Nights by seniority.
 - 1. Shifts will be assigned yearly and take place Oct. 1-15
 - 2. The assigned shifts will begin January 1, or as soon as changes (as they pertain to pay period requirements) allow and run through Dec. 31 on a yearly basis.
 - 3. There will be four patrol shifts and each shift will have a Sergeant and a Corporal, unless there are not enough Corporals, then one shift will have two Sergeants and no Corporal.
- C. The Chief of Police or his designee will have authority to temporarily reassign a patrol Supervisor or Patrolman, and thereby override the shift assignment, in cases of a shift shortage causing a minimum staffing issue. Any such reassignment shall be consistent with Article 4 Section 4.4. The reassignment will be on a temporary basis and will be reversed when the staffing shortage has been rectified. The reassigned Supervisor or Patrolman will be determined by reverse order of seniority on the other matching day or night shift or on a volunteer basis. In cases of multiple volunteers, the volunteer will be chosen by highest seniority.
- 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) 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.
- E. The Chief of Police or his designee will have authority to move officers and supervisors, thereby override the shift assignment, for current ongoing documented disciplinary matters such as those which cause disruption between officers on a patrol shift and supervisors for on-going documented supervisory issues and deficiencies. Such a move is not a disciplinary measure and would be done as a measure to prevent an unsafe work environment on a patrol shift or to remove an officer from a situation likely to result in further discipline. Should such a move be necessary and require a replacement officer to fill the vacated position of the moved officer, a volunteer will first be sought. In cases of multiple volunteers, the volunteer will be chosen by highest seniority. If there is no volunteer, then the replacement officer will be determined by reverse order of seniority on the other matching day or night shift.

Article 4 Hours of Work Section 4.4 Work Schedule shall not be used as a basis to override patrol shift bidding except as indicated in this Side Letter Agreement.

ARTICLE 5

REST AND MEAL PERIODS

SECTION 5.1 REST PERIODS

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Field or outside workers shall take such breaks when instructed by their supervisors.

SECTION 5.2 MEAL PERIODS

All employees shall be granted a thirty (30) minute lunch period during each work shift. Whenever feasible the lunch period shall be at the middle of each shift.

ARTICLE 6 **HOLIDAYS**

SECTION 6.1 HOLIDAYS

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

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

SECTION 6.2 HOLIDAY WORK

- A. If an employee is actually present at work during any of the listed holidays, they will receive 2 times the hourly rate of pay for hours worked. Employees considered at work shall include all employees enrolled in state certified training for certification as a Police Officer if class/training time is scheduled on the holiday and the employee is in attendance.
- B. If an employee is REQUIRED by the City to work on a listed holiday when on their day off or vacation, they will receive in addition to paragraph "A" above, an additional hour of straight time pay for each hour worked.

SECTION 6.3 HOLIDAY PAY

- A. For every holiday listed above, each employee will receive, in addition to Section 6.2, one paid shift off (a.k.a. day coming). Employees may request to use these days coming anytime throughout the fiscal year, but must receive permission to do so. Any days coming unused, will be paid at the end of the fiscal year at the straight time hourly rate for all hours in the employee's normal work period at the time each holiday was earned. The Employer reserves the right to compel employees to use the time earned in this section.
- B. Upon hiring, a new employee will receive those holidays remaining in the fiscal year. Upon termination, an employee is eligible to receive those holidays to the date of termination. The City will pay the employee for any unused holidays (days coming) to that date in accordance with paragraph A. above. The employee will reimburse the City for any holidays (days coming) taken in excess of those due in accordance with paragraph A. above.
- C. Effective May 1, 2010, paragraphs A and B shall be void and "Days Coming" will no longer exist. Additionally, in exchange for the "Days Coming" effective May I, 2010 a one-time increase of \$3,000 shall be added to the base pay as indicated in Appendix A.

SECTION 6.4 HOLIDAY HOURS FOR COMPUTING OVERTIME

For the purpose of computing over-time pay, all holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE 7 **SENIORITY**

SECTION 7.1 SENIORITY DEFINED

Under this Agreement Seniority is defined as the employee's length of service with the Employer from his last date of hire. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. Any employee's continuous service record shall be broken by voluntary resignation, discharge for cause or retirement. If more than one employee has the same start date, the employee placed on the eligibility list first shall be the most senior.

SECTION 7.2 SENIORITY AS IT APPLIES TO BENEFITS

The definition of Seniority in Section 7.1, shall apply and be used to compute years of service regarding vacation time accrued and longevity pay from April I, 1996 and on. If any employee had a break in service due to, resignation, retirement, or discharge for cause, their years of service will be computed from the last date of hire onward and not a total of all years of service. If the break in service is due to military service or a lay-off then there will be no break in seniority.

ARTICLE 8

DISCIPLINE

The Parties agree that no bargaining unit member shall conduct a formal investigation on any other bargaining unit member.

Any employee covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniform Peace Officers Disciplinary Act (Bill of Rights) 50 ILCS 725/1 et seq. Any violation of the Uniform Peace Officers Disciplinary Act (Bill of Rights) shall be subject to the grievance procedure. No such grievance shall be a basis for an Unfair Labor Practice against the City to the Illinois State Labor Relations Board. Admissions or confessions obtained during the course of any interview or interrogation not conducted in accordance with the Uniform Peace Officers Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the officer. Any appeal of a violation of the Uniform Peace Officers Disciplinary Act upheld on behalf of the Employer shall not diminish the officer's right to appeal such discipline in accordance with the disciplinary procedure. Any decision rendered by an arbitrator under this Article, may be introduced by either party in any pending or subsequent disciplinary proceedings. The parties agree that the arbitrator's fee shall be paid by the losing party for any and all grievances advanced to arbitration under this provision.

Employees who are disciplined or discharged for just cause shall have the rights provided as follows:

A. **COOPERATION WITH INTERNAL INVESTIGATION**

All employees shall answer questions, respond to lawful Orders, to render material and relevant statements in an internal Departmental investigation when such Orders, questions and statements are directly related to job responsibilities. Nothing in this Section shall be construed as to be violative of ones Federal or State Constitutional Rights as protected by current statutes.

B. **DEPARTMENTAL DISCIPLINE**

1) **Persons Subject to Disciplinary Action**

Any employee who violates or attempts to violate a Law of the United States of America, the State of Illinois, Ordinance of the City of Ottawa or who violates or attempts to violate any Rule or Regulation, Policy or Procedure, General or Special Order written or verbal Order or who is incompetent to perform one's duty is subject to appropriate disciplinary action.

2) **Departmental Authority to Discipline**

The Chief of Police has final Departmental Authority and responsibility to discipline. Other Supervisory personnel may take the following disciplinary measures:

- a) Oral reprimand-
- b) Written reprimand subject to approval by the Chief of Police-
- c) Emergency Suspension-(one (1) tour of Duty only)
- d) Written recommendations for other penalties.

3) **Emergency Suspension**

The following personnel has the authority to impose, emergency suspension until the next business day against an Employee when it appears that such action is in the best interest of the Department:

- a) Chief of Police
- b) Ranking officers
- c) Shift Commanders

4) Follow Up Action on Emergency Suspension

An Employee receiving an emergency suspension shall be required to report to the Chief of Police on the next business day at 08:30 hours unless otherwise directed by constituted authority. The Commanding Officer, shift Commander or Supervisor imposing or recommending the suspension shall also report to the Chief of Police at the same time

5) Reports of Disciplinary Actions taken or Recommended

Whenever disciplinary action is taken or recommended (except for oral reprimand) a written report must be submitted immediately containing the following information:

- a) The name, rank, star number and present assignment of the person being disciplined, including specific assignment and hours of assignment -
- b) The date(s) and time(s) of the misconduct and Location(s) indicating on or off duty-
- c) The section number(s) of this Manual, violated or common name of the infraction -
- d) A complete statement of the facts of the misconduct -
- e) The punishment imposed or recommended -
- t) The written signature and position of the preparer and the preparer's position in relation to the employee being examined.

Distribution of the Reports of Disciplinary Action shall be distributed as follows by the one imposing or recommending disciplinary action:

- a) Original and one copy to the Chief of Police - one copy to the Deputy Chief of Police of Division Responsible -
- b) One copy to the subject of the Report -
- c) One copy retained by the Commanding Officer, Watch Commander or Supervisor imposing or recommending the action.

6) Informing the Person Being Disciplined

The employee being disciplined shall be informed of the charges at the time such action is taken.

7) Complaints received by Members and Employees

All employees upon receiving a complaint or observing or having knowledge of a violation of Rules, Regulations, Policy or Procedures, General or Special Orders written or verbal Orders or an employee who is incompetent to perform, one's duty or violates a Law of the United States of America, State of Illinois or Village Code, shall immediately report to his/her Commanding Officer or Supervisor in writing as to who, what, why, and when and where; the Commanding Officer shall then immediately investigate the complaint and submit a written report to the Chief of Police or proper Deputy Chief.

8) Citizen Complaints Against Department Personnel

Complaints by Citizens against employees of the Department shall be recorded and investigated by the Supervisor in charge as soon as possible in accordance with the following directions. Complaints must be typed, and signed by the Complainant if possible. When the investigation cannot be completed on the date it is received, a preliminary report will be prepared by the Commanding Officer, Watch Commander or Supervisor in charge of outlining the complaint and his actions and delivered to the Chief of Police via the chain-of-command.

9) Serious Complaints or Allegations-

If, in the opinion of the Commanding Officer, Watch Commander or Supervisor in Charge, the incident is of sufficient gravity, the Commanding Officer, Watch Commander or Supervisor shall notify the Chief of Police and Deputy Chief of Police of the division, regardless of the hour. In addition, immediate action necessary to preserve the integrity of the Department until arrival of the Chief of Police or Deputy Chief of Police shall be taken.

10) Investigation of Alleged Misconduct

The individual assigned to the investigation of an alleged act of misconduct on the part of a Member or Employee of the Department shall conduct a thorough and accurate investigation. Such an investigation shall include formal statements from all parties concerned when necessary and pertinent to the gathering and preservation of physical evidence pertaining to the case and all other information bearing on the matter.

11) Reports of Investigation of Alleged Acts of Misconduct

Alleged acts of misconduct must be investigated and results of the investigation must be reduced to a written report. The investigators shall summarize the pertinent facts, including:

- a) An abstract (summary) of the complaint or alleged act of misconduct -
- b) Pertinent portions of the statements of all parties to incident -
- c) A description of the incident, physical evidence and other evidence important to the case -
- d) The observations and conclusions of the investigating Officer.

12) Conclusion of investigation Involving Employees

All investigations of employees accused of misconduct will conclude with one of the following findings:

- a) Unfounded: The investigation indicates that the act or acts complained about did not occur or failed to involve POLICE personnel -
- b) Exonerated: Acts did occur, but were justified, lawful and proper -
- c) Not Sustained: Investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint -
- d) Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

Appropriate disciplinary action, if required, will be in accordance with the following guide. The Report will be forwarded to the Chief of Police to hold a Hearing to determine what action, if any will be taken by the Chief of Police.

13. Penalties

The following penalties may be assessed against any employee of the Department by the Chief of Police as Disciplinary action:

- a) Oral reprimand-
- b) Written reprimand -
- c) Voluntary surrender of time "off" in lieu of other action -
- d) Voluntary surrender of accumulated overtime in lieu of this action -
- e) Suspension -
- f) Discharge

14. Appeals

Disciplinary 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 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 Chief of Police, in writing by the employee, within 14 working days of the date of the disciplinary action against the employee. The employee's appeal must specify in writing which appeal mechanism - either the Ottawa Fire and Police Commission or the grievance procedure in this Agreement-the employee has chosen. Once made, the employee's either-or choice of appeal mechanisms is irrevocable.

ARTICLE 9 NO STRIKE/NO LOCKOUT

SECTION 9.1 NO STRIKE

The Union will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, sit down, concerted stoppage of work, or any other intentional interruption or disruption of the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

SECTION 9.2 NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 10 MANAGEMENT RIGHTS

It is recognized and agreed by the parties hereto that the governance of the City and the performance of all traditional functions and services of municipal government must remain at all times and in all respects within the sole and exclusive control and determination of the elected officials of the City in the exercise of the authority granted to them, and in the discharge of the duties placed upon them, by the citizens of the City, except as this Agreement expressly provides employees with substantive rights.

By way of example only, and subject to the limitations of this contract, traditional rights reserved to the City shall be deemed to include the right to:

- establish and determine the services to be provided by the City and the method by which all City activities shall be performed including equipment used, crew sizes, number and duration of shifts, job classifications to which work is assigned, regular and overtime hours of work, and the starting and stopping times of such work;
- direct and supervise the work of its employees;

- plan, direct and control all City activities and operations;
- establish, reorganize or discontinue departments of the City or to modify the operations and functions thereof, or to relocate, reassign;
- hire, promote, demote, transfer and disqualify employees subject to any restrictions imposed by the Police & Fire commission;
- determine the amount and quality of work needed and to lay off employees for lack of work, or for other legitimate reasons.
- to suspend, discipline, or discharge employees for just cause in accordance with, and subject to, the provisions of this contract;
- establish, maintain, and, from time to time, modify or amend standards of attire, conduct and the like and rules and regulations relating thereto.

Article 11 SICK LEAVE

SECTION 11.1 PURPOSE

Sick leave with pay is a benefit to be used for the employee's own personal illness or personal disability, not a vest right, and does not extend to caring for ill or disabled family members or any other purposes. 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 employee's.

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.

SECTION 11.2 FORMER SICK LEAVE POLICY

The former sick leave policy in effect prior to the effective date of this Agreement shall no longer be in effect and shall be replaced by the sick leave provisions set forth in this Article.

SECTION 11.3 SICK LEAVE ACCUMULATION

Employees shall accumulate twelve (12) hours sick leave per month.

SECTION 11.4 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 more than six

(6) days without verification or a verifiable medical condition or illness, the employee shall provide written verification for all subsequent sick days 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.

SECTION 11.5 IMPROPER SICK LEAVE

Sick leave with pay is provided as a benefit in recognition that employees may contract various illnesses from time to time and 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 it is later determined 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 accordance with the provisions of "ARTICLE 8 DISCIPLINE" of this agreement.

SECTION 11.6 NON-CITY WORKMEN'S COMPENSATION

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

SECTION 11.7 PUBLIC EMPLOYEE DISABILITY ACT

Any "eligible employee" who suffers an injury in the line of duty which causes him to be unable to perform his duties shall continue to be paid under and pursuant to the provisions of the Public Employee Disability Act 5 ILCS 345/1, as amended.

SECTION 11.8 SICK LEAVE BUY BACK

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

In lieu of receiving payment at the time of honorable separation the employee may in writing to the city elect to convert either 240 or 480 hours of accrued unused sick time to personal time and take those as paid days off up to the employee's retirement date. The employee will be placed on a forty (40) hour work week until his/her retirement date and shall use the time in its entirety. Such notice must be

given to the city in writing six (6) months prior to the start of leave. If the employee elects to take two hundred forty (240) hours then he/she will be paid for the remaining time up to two hundred forty (240) hours. If the employee takes four hundred (480) hours they will receive no additional compensation for unused sick time.

SECTION 11.9 CATASTROPHIC SICK LEAVE

1. An officer having exhausted all accumulated sick time, vacation time and all other forms of paid leave may request up to an additional 288 hours sick leave.
2. All such leave shall be borrowed from the officer's future (anticipated) sick leave as provided in section 3 of this article.
3. Such request will be made to the PBLC grievance committee for recommendation.
4. A committee consisting of the mayor, the chief of police, and the PBLC President are appointed to review such request. This committee shall grant or deny such request.
5. Catastrophic sick leave is not intended for an employee who has abused accumulated sick time.
6. In the event an employee terminates or retires from employment prior to replacing anticipated sick leave he has taken he shall reimburse the City.
7. Catastrophic illness is considered to be a non-duty related illness or injury which would cause an employee to be absent from work for a period of time without pay that would cause a financial hardship.

SECTION 11.10 FAILURE TO USE MORE THAN SIX (6) DAYS SICK LEAVE

Any employee covered by this Agreement who does not take more than 72 hours sick leave in calendar year shall be entitled to 24 hours leave the following year to be taken when the employee chooses. Any employee who does not take more than 36 hours sick leave in a calendar year shall be entitled to the 24 hours indicated above and an additional 12 hours leave the following year to be taken when the employee chooses. These personal days will be cumulative. However, the entitlement shall not be effective until an employee has been employed for one (1) entire year.

ARTICLE 12

LEAVES OF ABSENCE

SECTION 12.1 GENERAL

The City Council or department head may grant a leave of absence to any officer or employee who has been in the classified service for not less than six (6) months, for such a period as deemed proper not exceeding one (1) year, including maternity leave. No leave of absence shall exceed one (1) year, except it be to enable an officer or employee to enter the military service of the United States or any employment connected with the national defense, or because of disability or injury received in the performance of duty, or when an employee is in receipt of a disability benefit or pension granted in accordance with the provisions of any pension fund of the City, and in such cases leave of absence may be extended beyond one (1) year, with approval of the council.

SECTION 12.2 FUNERAL LEAVE

Employees may apply for and be granted a leave of absence for a death in the immediate family if the employee attends the funeral. 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 terms "mother", "father", "sister" and "brother" shall be deemed to include step

and half mother, father, sister and brother where the employee establishes to the satisfaction of his department head that the relationship between him and the step relative is equivalent to that normally existing between an individual and natural mother, father, sister or brother. The duration of such leave shall be (7 Calendar days following the death) without loss of pay. Funeral leave (paid) for an employee may be granted one (1) day to attend the funeral of an aunt or uncle; (including a great-aunt or great-uncle) or when required to serve as a pallbearer. The terms "aunt" and "uncle" shall include such relatives by blood and marriage. (For example, the spouse of an uncle of an employee by blood or marriage would fall within the definition of aunt. However, the aunt or uncle of the employee's spouse would not be the aunt or uncle of the employee for purposes of funeral leave.)

SECTION 12.3 JURY DUTY

1. If the jury duty occurs during regular working hours, the employee will be paid for those hours. The employee is expected to work his/her regular scheduled hours except for those hours that he/she is actually performing jury duty or is otherwise excused by this policy. If the jury duty exceeds regular working hours, the employee will receive no extra compensation.
2. If the jury duty occurs outside of the employees regular working hours, but on the employees regular scheduled work day, the employee will be entitled to compensation for the number of hours spent at jury duty. Compensation will be in the form of a reduction in the employees work shift.
3. Example: If an employee is scheduled to work noon-10 pm and serves on jury duty from 8 am to 11 am, 3 consecutive hours would be subtracted from that days work shift. Management would determine the excused hours.
4. In all cases where jury duty will result in compensation as outlined in this policy, the employee will be required to provide proof of the jury duty including the starting time of such duty before any compensation will be granted.

SECTION 12.4 FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 ("FMLA") that are in accord with what is legally permissible under the FMLA.

Section 12.5

CITY OF OTTAWA

NOTICE FOR POLICE OFFICERS AND FIRE FIGHTERS

We understand that you have been injured in the line of duty and are unable to perform your duties. Please note that per the Public Employee Disability Act, 5 ILCS 345/1, you shall continue to be paid by the City of Ottawa on the same basis as before the injury, but not longer than one year in relation to the same injury.

During this period of disability, you shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this restriction forfeits the continuing compensation provided by the Act from the time such employment begins.

Any workers compensation checks that are issued to the City of Ottawa on your behalf will be deposited into the City of Ottawa Payroll checking account. If your injury prevents you from working more than one year, you will be entitled to workers compensation benefits only.

The City reserves the right to investigate the circumstances of your injury and to take further action if warranted.

Additionally, as it pertains to the accumulation of benefit time such as sick time, personal time and vacation. The City will comply with PEDA as it pertains to the accumulation of benefits while the employee is on a work related injury and on worker's compensation in accordance with PEDA and the Illinois Workers Compensation Act.

However, other leaves of absence including FMLA, Personal, Sick, Furlough, or any other leave exceeding thirty (30) calendar days will not accrue sick or personal time. Vacation time will be accrued unless the leave exceeds one (1) year. For purposes of application on the vacation time, upon the return of the employee from the leave status the employee will not receive the vacation benefit starting the following calendar year. Any vacation time accrued until that one (1) year threshold will be used in the returning calendar year. In the event there is not enough time to take the remaining vacation then the employee would be able to follow the current practice of carrying over the unused time. This time must be used within the first month of the next calendar year.

ARTICLE 13 **VACATIONS**

SECTION 13.1 VACATION AMOUNT

A. One (1) - Five (5) Years

All 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 two (2) weeks' vacation with full pay, said time to be non-cumulative. (Employees must use vacation time, or lose it, during calendar year.)

B. Five (5) - Ten (10) Years

All 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 three (3) weeks' vacation with full pay, said time to be non-cumulative.

C. Ten (10) or More Years

All employees who have worked for the City of Ottawa as full-time employees in excess of ten (10) years shall be entitled to four (4) weeks' vacation with full pay, said time to be non-cumulative.

In addition to the above, all employees shall receive one extra vacation day on their anniversary date for their 13th year, one additional day for their 15th, one additional day for their 17th, one additional day for their 19th, one additional day for their 21st year and one additional day for the 23rd year for a maximum of Six additional days.

SECTION 13.2 CARRY-OVER VACATION

In the event the anniversary date of the employee is such that it is impossible for the employee to use his vacation time in the current calendar year he must use it, or lose it, within thirty (30) days after the start of the following calendar year.

All vacation time, except that as noted in the previous sentence, must be used during the calendar year or it is lost.

SECTION 13.3 VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

SECTION 13.4 VACATION FOR TERMINATED EMPLOYEES

Any employee who is honorably laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for vacation earned on a full year basis of calculation only at the time of separation.

SECTION 13.5 TIME OF VACATIONS

Vacations shall be granted at the time requested by the Employee as long as no disruption of work will occur, and manpower needs of the Department are met. Vacation request for the calendar year submitted no later than January 15 will be granted on a seniority basis in the event of conflict. However, a vacation week request will have priority over a vacation day request. Vacation requests submitted after January 15 will be granted on a first requested basis in the event of a conflict. The Chief of Police or their designee must approve all vacation requests in writing before they become effective.

Vacation requests after January 15 will be granted on a first requested basis. They may be requested for the entire calendar year. Vacation weeks if submitted for approval at the same time will have priority over vacation days. Vacation days will have NO priority over approved, personal day, compensation time after January 15 and will be granted on a first requested basis. Vacation time will not be canceled due to routine shift shortage (i.e. sickness).

Vacation requests for the following year may be made at the conclusion of shift assignments each year.

In the event a shift has only four officers assigned and fit for duty; Officers will be allowed to post requested vacation days. At no time will more than 2 Officers be off on vacation under these circumstances.

ARTICLE 14

EMPLOYEE ELECTIVE TIME OFF (NON-VACATION)

SECTION 14.1 REQUESTING TIME OFF

Employees may request time due to them (compensation or personal day) by signing up for the time they request. Time may be requested up to three months in advance. Employee's request must be approved by the shift supervisor's signature before it can be taken.

Requests for this time off will be granted on a first requested basis. Requests will be approved by the shift supervisor as long as no disruption of work will occur, minimum staffing needs are met, and no special circumstances exist for workforce needs. Approval should be given as soon as possible, but may be withheld if any of the preceding conditions are uncertain. Approval or denial should occur no later than 120 hours from the start the time requested off begins.

If approval is given for the request and that employee should later be ordered into work, the employee will be paid at one and one half his rate of pay for all hours worked. The time requested and then not taken off will not be deducted from the employee.

Requests for this time off will be granted on a first requested basis. Requests will be approved by the shift supervisor as long as no disruption of work will occur, minimum staffing needs are met, and no special circumstances exist for workforce needs. Approval should be given as soon as possible, but may be withheld if any of the preceding conditions are uncertain. Approval or denial should occur no later than 120 hours from the start the time requested off begins.

If approval is given for the request and that employee should later be ordered into work, the employee will be paid at one and one half his rate of pay for all hours worked. The time requested and then not taken off will not be deducted from the employee.

SECTION 14.2 COMP-TIME BANK

The maximum accrual of comp-time shall be four hundred eighty (480) hours for fiscal year 2019-2020. The maximum accrual of comp time for fiscal year 2020-2021 shall be two hundred forty (240) hours. The maximum accrual of comp-time for fiscal year 2021-2022 shall be one hundred forty-four (144). Upon retirement the city shall buy back all of the employees accrued comp-time. Comp-time may be taken at any time provided man power is available to maintain minimum shift requirements as indicated in Article 4, Section 4.5.

SECTION 14.3 SUPERVISOR'S ELECTIVE TIME OFF

On shifts containing two supervisors (i.e., two Sergeants or one Sergeant and one Corporal) only one supervisor shall be allowed to use vacation time off at a time. Preference for the use of elective time off shall be granted on a first request basis or as dictated by ARTICLE 13 VACATIONS.

Section 14.4 Cancellation of Approved Time Off

An employee may cancel elective time off that has been previously requested and approved per this agreement. An employee who wishes to cancel previously approved time off must contact the on duty shift supervisor not less than one (1) hour prior to the scheduled start of the requested time off to seek approval for cancellation. The supervisor will not approve cancellation of the requested time off if another employee has been ordered to duty during the hours of the previously requested time off creating an overtime situation. The supervisor may approve cancellation of previously requested time off if no overtime situation has been created.

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 pay 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 pay 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 pay 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 pay per test. Any officer who unsuccessfully completes the Power Test shall receive three (3) hours of pay 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 pay per month.

ARTICLE 16 **OVERTIME**

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.

SECTION 16.2 CALL OUT PAY

Any employee called to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours at the rate of two (2) times the employee's regular straight time hourly rate. This shall not apply to employees who work less than two (2) hours additional at end of a shift.

SECTION 16.3 ROTATION

Overtime among eligible Patrol Officers shall be rotated when feasible, as determined by the Chief of Police.

SECTION 16.4 COURT APPEARANCE

Any off-duty employee called to court appearance in his official capacity as a police officer shall be paid a minimum of two (2) hours at two (2) times the employee's regular straight time hourly rate. Any time spent in court in addition to the two (2) hour minimum shall be paid at two (2) times the employee's regular straight time hourly rate.

SECTION 16.5 POLICE DEPARTMENT EMERGENCY

Employees of the police department shall work additional hours when required at the discretion of the Chief of Police for the purpose of meeting an emergency situation that may arise.

ARTICLE 17

GRIEVANCE PROCEDURE

SECTION 17.1 "GRIEVANCE" DEFINED

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the exclusive jurisdiction of the City of Ottawa Fire and Police Commission shall not be considered a grievance under this Agreement.

SECTION 17.2 PROCEDURE

Any grievance or dispute over the meaning or application of this contract shall be settled
in the following
manner: 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) 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 the 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 may be submitted, in writing, by the Union with or without a concerned employee, to the Comm. Of Health and Public 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 may be submitted in writing, by the Union with or without a concerned employee, within fourteen (14) working days to the City Council and the City Attorney who shall render a 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 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.

The term "working days" shall mean the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

SECTION 17.3 POWERS OF THE ARBITRATOR

It shall be the function of the Arbitrator to render a decision in cases of alleged violation of provisions of this Agreement other than Police and Fire Board claims.

A.) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

B.) His powers shall be limited to deciding whether the Employer has violated the express Article or Sections of the Agreement.

C.) In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

D.) The fees and expenses of the Arbitrator and court reporter, if desired, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

E.) There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, all other employees in the bargaining unit, and the employer.

SECTION 17.4 TIME LIMITS

The time limits set forth in this Article for the filing and processing of grievances through arbitration are of the essence and may be extended only by mutual written consent of the parties. Consequently, if a grievance is not presented by the Union within the time limits set forth above, it shall be considered waived and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled 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.

ARTICLE 18 **GENERAL**

SECTION 18.1 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

SECTION 18.2 UNION NOTICES

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

SECTION 18.3 CONDUCTING UNION BUSINESS

The Employer agrees that during working hours, on the employer's premises, local PBLC staff representatives shall be allowed to:

- post Union Notices;
- investigate grievances;
- attend grievance meetings;
- attend negotiating meetings;
- transmit communications, authorized by the local Union or its office, to the Employer or his representative.

Staff employees shall notify the supervisor in charge and not interfere with employees during their working time. Local PBLC staff representative shall mean stewards, bargaining team representatives and members of the Executive Board of the Ottawa PBLC. However, only those local PBLC staff representatives reasonably necessary to perform the particular item of union business shall be permitted to do so under the provisions of this section.

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.)

SECTION 18.5 WORK RULES FOR ALL EMPLOYEES

When existing rules are changed or new rules are established, they shall be posted prominently on physical and/or electronic bulletin boards within the Department. The City shall furnish each employee with a copy of all existing work rules thirty (30) calendar days after they become effective. New Employees shall be provided with a copy of the rules at the time of hire.

SECTION 18.6 AMERICANS WITH DISABILITIES ACT

The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA.

SECTION 18.7 RESIDENCY

All employees shall reside within twenty (20) miles of the City limits of the City of Ottawa within fifteen (15) months of hire date or upon completion of his/her probationary period which ever time period is longer.

ARTICLE 19

UNIFORMS

SECTION 19.1 UNIFORMS AND PROTECTIVE CLOTHING

The City shall continue to furnish clothing or clothing allowance to the employees as has been done in the past. These furnished items shall include the following list: one (1) photo I.D., two (2) uniform name plates, two (2) uniform badges, one (1) wallet badge with appropriate wallet, one (1) portable radio of the current model being used on the department and all necessary charging equipment, one (1) receiving ear piece for said portable radio, one (1) personal can of O.C. spray, and all necessary uniform shoulder patches. The City shall also furnish one (1) firearm, three (3) magazines, one (1) holster, one (1) magazine pouch and one weapon mounted light for the firearm.

Upon promotion to a new rank, all employees shall be furnished new photo I.D., new uniform name plates, new hat and uniform badges, and any other necessary uniform insignia reflecting the new rank attained. Wallet badges depicting the newly acquired rank are not the responsibility of the employer. Except for portable radios and O.C. spray, any necessary replacement due to normal wear and tear of the above listed furnished uniform items shall be the sole responsibility of the employee. With the exception of uniform name plates, all of the above listed items remain the property of the employer and must be returned to the employer upon separation from employment for any reason.

In addition to above, all officers of the department will be issued a ballistic vest that is properly fitted and meets the manufacturers' requirements. Any new officer will be issued a new vest that is properly fitted and meets the manufacturers' requirements. The Employer will pay to maintain or replace the ballistic vests at least as often as required by the manufacturer. Any new officer who does not receive a ballistic vest upon completion of the Police Training Institute, for whatever reason, shall not patrol or be placed in any situation where a ballistic vest is necessary or needed. This provision shall not require the replacement of the ballistic vests of all employees at one time.

SECTION 19.2 CLOTHING ALLOWANCE FOR NEW PATROLMEN

Effective April 30, 2009, each new man employed as a patrolman shall receive from the City an advance of fifteen hundred dollars (\$1500.00) of the annual clothing allowance to purchase uniforms and equipment at the time he is first employed. In each subsequent year, a patrolman shall receive a seven hundred and fifty dollar (\$750.00) annual clothing allowance. As of May 1, 2009, the seven hundred and fifty dollar (\$750.00) yearly clothing allowance will be added to the employees' base pay and included in the hourly rate. The initial fifteen hundred dollars (\$1500.00) for new employees will continued to be advanced as stated above.

ARTICLE 20

EDUCATION AND TRAINING

SECTION 20.1 EDUCATIONAL INCREMENT AND FUNDING

The Employer will reimburse all non-probationary employees for tuition, fees, books, transportation, and room and board upon successful completion of courses related to the police science field, including sociology, psychology, criminology, corrections and other similarly related

fields, and for courses necessary to complete degrees in these areas; however, reimbursement for courses in general education areas, i.e. English, Science, etc. paid to the employee shall be paid back to the city should the employee not complete the degree. To be eligible for such reimbursement, the employee must: 1) obtain the advanced approval of the Police Chief before taking the course, which approval shall not be unreasonably withheld; 2) complete the course with a passing grade, "passing grade" means a grade of "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 tuition and fee costs, course completion and grade, etc. Such courses shall be limited to the continental United States and offered by an accredited college or university.

Notwithstanding the foregoing, no employee shall be eligible for tuition and/or fee reimbursement in excess of \$2,000 during any fiscal year.

Any member of the Police Department who has attained or who attains an Associate Degree from an accredited school will be entitled to an additional compensation in the amount of 2% of his base wage. Any member of the Police Department who has attained or who attains a Bachelor's Degree from an accredited school will be entitled to additional compensation in the amount of 4% of his base wage. Any member of the Police Department who has attained or who attains a Master's Degree from an accredited school will be entitled to additional compensation in the amount of 1% of his base wage.

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 or 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.

SECTION 20.3 PROBATIONARY-TRAINING

Newly hired employees shall be sent to basic police training at an approved facility as required by law for their basic police training. Such training shall commence at the earliest possible date following the employee's date of hire, provided there are openings in that class, and shall be completed within the employee's twelve (12) month probationary period, if possible. If an employee covered by this Agreement voluntarily terminates his employment with the City within two (2) years of the employee's completion of the employee's probationary training, then such employee shall reimburse the City for the cost of such training as follows: three-quarters (3/4) of the City's cost for tuition, room and board if the employee leaves within less than one year after completion of such probationary training; and one-half (1/2) of the City's cost if the employee leaves more than one year but less than two years after completion of such probationary training. 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 to pay the amount specified herein to the City. The Police Chief may, in his discretion, waive an individual's obligation to repay training costs under this Section, in a specific instance.

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.

Section 20.5 On Duty Training

An employee may request to attend a scheduled training while on duty during the employee's regular scheduled work hours. The employee may make a request in advance of the scheduled training to his/her supervisor to attend training during his regular scheduled work hours. The supervisor may approve or deny the employee's request to attend the scheduled training considering shift manpower needs, minimum staffing, frequency of employee requests for on duty training or any other factors the shift supervisor considers relevant. If an employee is approved to attend a scheduled training his/her work hour 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. In the event an employee's prior approval to attend training on duty causes a shift shortage on the date of training the employee will not be allowed to attend the training. The employee will be assigned his regular work duties and will receive no additional compensation.

ARTICLE 21

FIRE AND POLICE COMMISSION

The parties recognize that the Fire and Police Commission of the City of Ottawa has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except to the extent such authority is modified by the relevant disciplinary language in Article 8 of this Agreement.

ARTICLE 22

WAGES AND LONGEVITY PAY

SECTION 22.1 WAGE SCHEDULE

All employees shall be compensated in accordance with the wage schedule in Appendix A. Such wage schedule shall be retroactive to the expiration date of the last contract.

For purposes of computing hourly rates of pay for Officers, the total pay for all officers shall continue to be divided by 2080 hours to arrive at the hourly rate of pay. However, it is understood and agreed that officers on patrol assigned to twelve-hour shifts are actually scheduled to work 2184 hours within the year and compensated for such scheduled hours in their total yearly pay.

SECTION 22.2 PAY PERIOD

The salaries and wages of employees shall be paid every two (2) weeks, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

All employee pay shall be subject to direct deposit to financial institution accounts as designated by the individual employees on direct deposit forms. Said forms shall be properly completed and submitted by the employee to the City of Ottawa Payroll Department.

SECTION 22.3 SHIFT DIFFERENTIAL

Shift differential contained in Collective Bargaining Agreements prior to April 1, 1994 in the sum of Forty-One and 00/100 Dollars (\$41.00) a month is hereby shifted to each members base pay.

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

SECTION 22.5 SERGEANT PAY

In addition to the wage schedule in Appendix A, employees holding the rank of Sergeant shall receive an additional fifteen percent (15%) of the appropriate wage level.

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.

SECTION 22.7 K-9 OFFICER

A. The canine officer shall receive \$1,000 per year for work related care of his/her canine partner. The payment is based upon the agreement of the parties, verified by the officer, that such off duty work related care requires an average of fifteen minutes per day.

The parties agree that the straight time rate of pay applicable to such work shall be \$10.20 per hour and the overtime rate shall be \$15.30 per hour.

It is agreed by the parties that eighty (80) hours of the off-duty care time shall be at straight time and twelve (12) hours at overtime based upon actual experience and pursuant to Section 7(g) of the Fair Labors Standards Act.

B. In addition to the language provided above in paragraph A., the canine officer will receive additional compensation in-lieu of on-call pay in the amount of \$1000 for off-duty time in which the canine officer is required to be on-call. The amount of on-call time is to be determined by the Chief of Police or his representative.

The total compensation for the canine officer, including the \$1,000 described above in paragraph A., shall be \$2,000 added to the officer's base wage. This compensation shall be included in the determination of the canine officer's hourly rate of pay.

C. Boarding: When any officer assigned to the K-9 program is on vacation, at the officer's discretion, he may request the City to board the dog at the City's expense.

D. Damaged clothing: Any clothing damaged by the dog, shall be replaced at the City's expense.

E. Food and medical costs: The employer shall be responsible for all food, and veterinary costs incurred by the dog.

SECTION 22.8 SHIFT SUPERVISOR INCREMENT

Whenever a Patrolman is put in charge of a shift for a period of 2 hours or more, he shall be paid the difference in pay between a Patrolman base and a Corporal base for each hour he is in charge of the shift in addition to his regular pay. This hourly pay calculation shall be ten percent (10%) of the highest years of service step listed in Appendix A divided by two thousand eighty (2080) hours.

SECTION 22.9 SCHOOL LIAISON OFFICER PAY

Each officer holding the position of School Liaison Officer shall receive an additional two percent (2%) of his/her base wage. This additional pay is to be included in the officer's hourly rate.

Although assigned to the Detective Division School Liaison Officers are not entitled to any further compensation listed in section 22.6.

SECTION 22.10 CORPORAL PAY

In addition to the wage schedule in Appendix A, employees holding the rank of Corporal shall receive an additional ten percent (10%) of the appropriate wage level.

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.

SECTION 22.12 Voluntary Retirement

Pursuant to 40 ILCS 5/7-173.2, the City shall pick up the pension fund contribution of Employee (IMRF, Police or Fire), as has been the past practice of the City. In addition, the Employee may elect to participate in a voluntary retirement program upon the following terms and conditions:

- a. Employee may submit an irrevocable notice of retirement up to 3 years but not less than 1 year prior to the employee's date of retirement eligibility for pension purposes specifically indicating the date of retirement.
- b. Such notice of retirement shall be delivered to the City Clerk prior to May 1 of the first year of eligibility. For example, if employee is eligible to retire on September 20, 2025, notice of retirement must be given no later than May 1, 2022. The failure to provide the requisite notice shall disqualify the employee from participation in this voluntary retirement program.
- c. Provided that employee has submitted the requisite notice, commencing on May 1 of the initial year of the three-year program the employee shall receive a 6% total increase in compensation commencing on May 1, together with a 6% total increase in compensation on May 1 of each of the following two years. If the employee does not submit the retirement notice for the full three (3) years, the employee will receive a 6% total increase the May 1st following receipt of the notice and employee shall receive a 6% total increase in compensation each following May 1st until the employee's retirement date.
- d. For purposes of this voluntary retirement program, the date of retirement eligibility shall mean the date on which the employee has attained the requisite age and years of service to commence receiving a pension under the Illinois Pension Code or at least 20 years of will have obtained at least 20 years of service at the conclusion of the 3rd year of the voluntary retirement program, but has not met the requisite age to commence receiving a pension under the Illinois pension code.
- e. Within 30 days of the submittal of an irrevocable notice of retirement, the employee may elect to be compensated for all accrued and uncompensated benefit time as provided in section 11.8 and section 11.10 thereafter, employee shall continue to receive the sick leave benefit as provided herein but any accumulated sick leave, compensatory time and personal days shall not be compensable as provided in section 11.8, 11.10 and 14.2.

ARTICLE 23

INSURANCE

Section 23.1 - 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.

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 23.2 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 23.3 PRESCRIPTION CARD

City will provide a prescription card program to PBLC 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 23.4 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 23.5 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 24

DRUG AND ALCOHOL TESTING

In order to help provide a safe work environment and to protect the public by insuring that employee have the physical stamina and emotional stability to perform their assigned duties, the parties hereto agree to the implementation by the Police Department of the Drug testing policy in appendix B.

ARTICLE 25 SAVINGS

CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any court of competent Jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE 26

SPECIAL WORK ASSIGNMENTS

There are numerous occasions where an entity (e.g. school, business, government agency) or a private individual requests the services of a police officer for a specific purpose associated with that entity or individual. This most often involves traffic/crowd control or protection of property/persons because of a special event or circumstances. The entity or individual is willing to pay for the cost of this special police protection.

These special work assignments have previously been arranged through the Police Benevolent and Protective Association. 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 Police Benevolent and Protective Association adopt the following procedures pursuant to Section 7(p)(l) of the Fair Labor Standards Act to facilitate this:

1. Request for service will be made to Chief of Police or designate.
2. Request will be evaluated and approved or disapproved by the Chief of Police.
3. Approved work will be offered to officers on an equitable basis, except that all work at school related special events shall first be offered to the School Liaison Officers. All work which is reoccurring in nature on a month to month basis (current examples include Ottawa Community Hospital and LaSalle County Housing Authority Special Duty Assignments) shall be posted on a specific date and time as designed by the Chief of Police or his designee in a written notification of not less than ten (10) days prior to the date and time of actual posting.
4. The work is offered on a voluntary basis. No officer will be forced to work special assignments. If the City designates any work as mandatory that work will go through the normal payroll channels and be paid at time and onehalf.
5. The work is approved by the City and the officer working the special assignment will be covered by the City's normal liability and worker's compensation insurance coverage.
6. The entity requesting service will pay to the City of Ottawa the required salary fee in total. After the City of Ottawa has received payment, the officer will be paid in a check, separate from payroll, for special assignment work only.
7. The hourly rate for special assignment work is to be the hourly rate for the officers.
8. The City may add to that hourly rate a normal fee to cover their administrative costs.
9. Special assignment work may require the officer to perform and conform to certain rules of the entity requesting the officer. (E.g. punching time clock, filing of forms, staying on site for meal breaks, etc ...)
10. The City and Police Benevolent Labor Committee will work together to solve any unforeseen problems which may arise as a result of this procedure.
11. Officers working special assignment work are working as police officers for the City of Ottawa

and have all the rights and responsibilities attached hereto, including adherence to all rules and regulations of the Ottawa Police Department.

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, 2025. 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 not 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.

IN WITNESS whereof, the parties hereto have set their hands as of the 5th day of April, 2022. FOR THE

UNION:



Marc D. Hoster (PBLC President)

FOR THE EMPLOYER:



MAYOR, DANIEL F. AUSSEM

APPENDIX A

WAGE SCHEDULE

May 1, 2022 thru April 30, 2023 – 3% Base Increase

Starting Wage (Less than one year of Service)	\$61,472.14
One Year of Service	\$63,211.34
Two Years of Service	\$64,942.13
Four Years of Service	\$66,681.73
Six Years of Service	\$68,412.13
Ten Years of Service	\$69,858.28

May 1, 2023 thru April 30, 2024 – 3% Base Increase

Starting Wage (Less than one year of Service)	\$63,316.30
One Year of Service	\$65,107.68
Two Years of Service	\$66,890.39
Four Years of Service	\$68,682.18
Six Years of Service	\$70,464.49
Ten Years of Service	\$71,954.03

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

Starting Wage (Less than one year of Service)	\$65,215.79
One Year of Service	\$67,060.91
Two Years of Service	\$68,897.10
Four Years of Service	\$70,742.64
Six Years of Service	\$72,578.42
Ten Years of Service	\$74,112.65

APPENDIX B
EMPLOYEE DRUG TESTING

Purpose

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

I. POLICY:

It is the policy of the Ottawa Police Department that the critical mission of law enforcement 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.

II. PROCEDURE:

A. PROHIBITED ACTIVITY:

Officers, whether on or off duty, shall not:

1. Ingest or possess any controlled substance or any compound containing THC 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 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. Officers 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 officer's 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 Chief of Police and necessary supervisor(s).
2. Officers 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. Officers 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 of officers 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 one time per year. The names of patrol officers from each shift, one name from the investigation division and one administrative shift will be placed in individual groups. Patrol officers would be grouped by individual shift. One name would be selected from each group and subject to testing. For testing to occur when an officer is on duty whenever possible, all groups may not be selected at the same time. However, no group may be subject to selection 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 Chief of Police may, at his option, waive random testing if he deems it necessary or desirable.

2. TESTING FOR CAUSE:

Any officer 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 to the tested officer 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 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.

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 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. 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 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 or the officer in command in the Chiefs absence. Testing will occur while the employee is on duty except if there is an indication of drug abuse while off duty the officer may be ordered to report for duty immediately and subsequently ordered to submit to testing.

Once an officer is ordered to submit to testing the assigned supervisor will remain in continuous visual contact with the officer 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 officer. 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 officer and supervisor and submitted to the Chief.

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

If needed, the officer will be given a reasonable amount of water to aid in urination. If necessary, the officer 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.

Officers 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

Officers 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. Admission of a problem in its early stages helps not only the Department but the officer. If an officer comes forward voluntarily and reports an abuse problem (prior to any REQUEST for testing), the Chief of Police 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 Chief of Police.