

RESOLUTION NO. 158 -2022

**A RESOLUTION AUTHORIZING A SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF OTTAWA AND POLICE BENEVOLENT LABOR COMMITTEE
(Lateral Hires)**

WHEREAS, on December 21, 2021, the City of Ottawa, Illinois and Police Benevolent Labor Committee executed a Side Letter Agreement to the May 1, 2019 through April 30, 2022 Collective Bargaining Agreement permitting laterally hired police officers; and,

WHEREAS, the parties have agreed upon the terms and conditions of a new Collective Bargaining Agreement with the term of May 1, 2022 to April 30, 2025; and,

WHEREAS, the parties did not include language permitting laterally hired police officers in the May 1, 2022 to April 30, 2025 Collective Bargaining Agreement, and the parties wish to continue to permit laterally hired polices officers; and,

WHEREAS, the approval of said agreement is in the best interest of the City of Ottawa.

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

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

Section Two: That the Mayor of the City of Ottawa, Illinois, be, and he is hereby authorized and directed to execute a Side Letter Agreement with the Police Benevolent Labor Committee adding provisions regarding laterally hired police offices to the May 1, 2022 thru April 30, 2025 Collective Bargaining Agreement, a copy of which is attached hereto and incorporated herein by reference.

Section Three: That this Resolution shall be effective immediately upon its adoption.

Section Four: Any resolution or part thereof in conflict herewith is hereby repealed to the extent of any such conflict.

	Aye	Nay	Absent
Commissioner Eichelkraut	<u>X</u>	_____	_____
Commissioner Ganiere	<u>X</u>	_____	_____
Commissioner Pearson	_____	_____	<u>X</u>
Commissioner Less	<u>X</u>	_____	_____
Mayor Aussem	<u>X</u>	_____	_____

Passed and Approved this 29th day of April, 2022.



Daniel F. Aussem, Mayor

ATTEST:



Shelly L. Munks, City Clerk

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SIDE LETTER AGREEMENT
To the May 1, 2022 to April 30, 2025 Collective Bargaining Agreement
Between
Police Benevolent Labor Committee
And
The City of Ottawa, Illinois

The undersigned parties hereby agree to the following modifications and amendments to the Collective Bargaining Agreement (“CBA”) for the period from May 1, 2022 to April 30, 2025 between the Police Benevolent Labor Committee (the “Union”) and the City of Ottawa, Illinois (the “City”).

WHEREAS, the Board of Fire and Police Commissioners of the City of Ottawa have amended its Rules and Regulations to allow for the appointment of a lateral transfer Patrol Officer from a register of persons who have previously been full-time sworn officers of a regular police department in any municipal, county, university, or State law enforcement agency; and

WHEREAS, the Union recognizes the City’s right to hire employees subject to any restrictions imposed by the Board of Fire and Police Commissioners; and

WHEREAS, the City acknowledges its obligation to bargain with the Union in respect to wages and other terms and conditions of employment; and

WHEREAS, the City would like to hire police officers under a lateral hire/transfer/appointment program.


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


1. An officer appointed from the Lateral Transfer Final Eligibility Register by the Board of Fire and Police Commissioners will be paid pursuant to Appendix A Wage Schedule of the parties’ CBA at the level of pay that is consistent with the officer’s completed years of service with his employer just prior to the lateral transfer. Subsequent “Years of Service” are to be computed as follows:
 - i. Commencing from the date of employment with the City of Ottawa Police Department to the current fiscal year (May 1), if employee has six (6) months or more of service it shall be counted as one additional year of service in terms of Appendix A Wage Schedule; if less than 6 months, it shall be counted as zero (0) additional years of service in terms of Appendix A Wage Schedule.
 - ii. Once the original computation is made, each fiscal year (May 1) thereafter shall be counted as an additional year of service in terms of Appendix A Wage Schedule.
2. Maximum training hours accepted for an officer appointed from the Lateral Transfer Final Eligibility Register will be set at 560 hours, unless current and approved

certifications are submitted and approved by the Chief or his designee. Attached hereto is a list of Approved Certifications Hours which can be submitted for approval.

3. An officer appointed from the Lateral Transfer Final Eligibility Register will start at Year 1 vacation leave (Article 13 of the CBA). Vacation amounts moving forward will apply to the Years of Service the officer earns with the City of Ottawa, not the years of total service.
4. All officers appointed from the Lateral Transfer Final Eligibility Register will start with no seniority regardless of years of previous service at another department.
5. All officers appointed from the Lateral Transfer Final Eligibility Register will start with no longevity regardless of the years of previous service at another department.
6. All lateral hires will have a twelve (12) month probation period.
7. Probationary lateral hired police officers may be summarily dismissed by the Board of Fire and Police Commissioners and are not entitled to the protection afforded to other full-time officers by statute, collective bargaining agreement, or these rules.
8. This side letter agreement becomes effective upon the passage and approval by the City Council of the City of Ottawa and the Union.
9. If either party notifies the other of any issues that arise regarding the implementation of this side letter of agreement, both parties agree to meet for the purposes of resolving the issue raised and/or for the purpose of negotiating changes to this agreement.
10. All other terms and conditions of the 2022-2025 Collective Bargaining Agreement, except to the extent modified by this Side Letter Agreement, shall be applicable. In the event of any conflict between the provisions of this Side Letter Agreement and the provisions of the 2022-2025 Collective Bargaining Agreement, the provisions of this Side Letter Agreement will prevail and control.
11. This side letter shall expire upon the expiration of the Collective Bargaining Agreement for the period from May 1, 2022 to April 30, 2025, unless re-negotiated prior to its expiration.

AGREEMENT ACKNOWLEDGED this 29th day of April 2022.


Daniel Aussem, Mayor of the City of Ottawa


Marc Hoster, PBLC President