

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding to the 2022-2024 Collective Bargaining Agreement (CBA) between the City of Ottawa, Illinois, (“City”) and AFSCME Council 31, Local 2819, (“Union”).

Whereas, the parties’ Collective Bargaining Agreement does not clearly define training and the employee’s pay when attending training.

Whereas, the City and the Union find the provisions of this memorandum of understanding to be in the best interest of the City and its employees, and the public, health, safety, and welfare.

Wherefore, the City and Union agree as follows:

1. **Mandatory training** is defined as training required to maintain employment with the City of Ottawa.
 - a. Mandatory Class Registration Fees, Travel Time/Hotel, Meals (in accordance with City Policy) and Wages including any overtime will be paid to the employee if they are scheduled to attend Mandatory Training, which is outside of their normal work schedule. When calculating the employee’s pay, the time spent in training and any travel time to and from training outside of the employee’s normal work schedule will be calculated when determining the employee’s hours and overtime.
 - b. Management will do their best to schedule the employees’ shift to minimize the impact on the City. In the event there is an online training that meets the requirements for the mandatory training, the City reserves the right to first offer the online training prior to the in-person training. If online training is

scheduled, then the employee's schedule will be adjusted by management to allow for the training to be done during work hours.

2. **Non-Mandatory training** is defined as training requested by the employee and approved by the department head or their designee. Non-Mandatory training is not required to maintain employment with the City, however it may be required to maintain a pay incentive.

- a. Any Non-Mandatory Training must be approved by the Public Works Director ("PWD"), Chief of Police or their designee, and the requests will not be unreasonably denied. Once the approval is given, the City will first try to schedule the training online. Depending on availability, training proximity, and class criteria, the PWD or Chief of Police may determine the In-Person training is better suited. When In-Person training is approved, the employee's schedule will be adjusted to be considered their workday.
- b. For in-person training, the City and the Union agree that the employee will be compensated one (1) time for the training and first attempt at passing the certification. Included in that one (1) time compensation is their drive time, meal (in accordance with City Policy), and any hours outside of the scheduled day of work while attending the non-mandatory training. If the training requires an overnight stay, only hours during training are considered, not hours outside of the training. If the non-mandatory training is attended after failing to pass the first attempt to obtain certification, the employee's schedule will be adjusted; however, the cost of the training, certification, and any other associated expense will be the sole responsibility of the employee. The City

and Union agree that the City reserves the right to limit the number of schedule adjustments to 3 times for the same non-mandatory training.

3. The City and Union agree that in order to prevent issues with planning and scheduling it is in the best interest of both parties to have the Public Works Director, Chief of Police or their designee register and schedule employee(s) for both Mandatory and Non-Mandatory trainings once approved.

4. All other terms and conditions of the 2022-2024 Collective Bargaining Agreement, except to the extent modified by this Memorandum of Understanding, shall be applicable.


5. In the event of any conflict between the provisions of this Memorandum of Understanding and the provisions of the 2022-2024 Collective Bargaining Agreement, the provisions of this Memorandum of Understanding shall prevail and control.

6. This Memorandum of Understanding will expire on April 30, 2024 unless re-negotiated prior to the expiration.

CITY OF OTTAWA, ILLINOIS,

AFSCME COUNCIL 31, LOCAL 2819

By: 
Daniel F. Aussem

By: 

By: 

Date: 3/7/2023

Date: 3/7/2023

