## RESOLUTION NO. 135 -2024

## A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OTTAWA AND AFSCME COUNCIL 31, LOCAL 2819

(Part-Time Telecommunicators)

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

Section One: That the Mayor of the City of Ottawa, Illinois, be, and he is hereby authorized and directed to execute a Memorandum of Understanding between the City of Ottawa and AFSCME Council 31, Local 2819 permitting the hiring of experienced part-time telecommunicators by the Chief of Police with approval of the Mayor, a copy of which is attached hereto and incorporated herein by reference.

<u>Section Two</u>: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.

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

	Aye	Nay	Absent
Commissioner Eichelkraut	$X_{-}$		
Commissioner Ganiere	<u> </u>		
Commissioner Pearson			
Commissioner Barron	X		
Mayor Hasty	<u>X</u>		

PASSED and APPROVED this 19th day of November 2024.

Robert Hasty, Mayor

ATTEST:

Shelly L. Munks, City Clerk

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## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding to the 2024-2028 Collective Bargaining Agreement between the City of Ottawa, Illinois, ("City") and AFSCME Council 31, Local 2819, ("Union").

WHEREAS, the provision of emergency telephone services is provided by telecommunicators who are represented by and members of the Union, and

WHEREAS, the position of telecommunicator is within the classified service of the Ottawa Civil Service Commission and subject to its rules and regulations along with the Civil Service Statute, and

WHEREAS, Section 15 of the Illinois Labor Relations Act (5 ILCS 315/15) states any collective bargaining agreement between a public employer and labor organization shall supersede any contrary statutes, charters, ordinances, rules, or regulations relating to wages, hours, and conditions of employment and employment relations, and

WHEREAS, due to a staffing shortage of telecommunicators and the need for efficient and continuous emergency telephone services, the City and Union believe that it is reasonable and necessary to provide for the immediate hiring of part-time employees for the position of telecommunicators in accordance with the provisions of this memorandum of understanding, and

WHEREAS, the City finds the provisions of this memorandum of understanding to be in the best interests of the public health, safety and welfare.

NOW THEREFORE, the City and Union agree as follows:

1. Part-time telecommunicators shall be defined as those employees hired by the City with prior experience and certification as a telecommunicator who possess the following qualifications:

- a. not less than one (1) year previous experience as a Police/Fire/EMS telecommunicator, and
- b. current certifications in Emergency Medical Dispatching and LEADS.
- 2. Part-time telecommunicators are within the recognition clause (Article I) of the current Collective Bargaining Agreement between the City and Union.
- 3. Part-time telecommunicators shall be compensated as a Police Telecommunicator I as provided in Appendix A of the current Collective Bargaining Agreement between the City and Union.
- 4. Part-time telecommunicators shall be hired by the Chief of Police with the approval of the Mayor.
  - 5. In addition to the foregoing, the following shall apply to part-time telecommunicators:
  - a. A regular work schedule shall be posted monthly;
  - b. Hours of work will be 1040 hours a calendar year;
  - c. Seniority counts as it pertains to shift bid/vacation/vacancies including fulltime vacancies in Telecommunications;
  - d. Considered to be a permanent employee with prorated benefits as follows:
    - (i) Health Insurance with the City paying 40% of the cost thereof;
    - (ii) Sick leave of six (6) hours per month;
    - (iii) Participation in IMRF pension program; and
    - (iv) One week of Vacation after 1 year of employment.
- 6. All other terms and conditions of the 2024-2028 Collective Bargaining Agreement, except to the extent modified by this Memorandum of Understanding, shall be applicable.
- 7. In the event of any conflict between the provisions of this Memorandum of Understanding and the provisions of the 2024-2028 Collective Bargaining Agreement, the provisions of this Memorandum of Understanding shall prevail and control.
- 8. This Memorandum of Understanding will expire on April 30, 2028 unless renegotiated prior to the expiration of the Collection Bargaining Agreement.

AGREEMENT ACKNOWLEDGED this 1910	day of hovember, 2024
CITY OF OTTAWA, ILLINOIS,	AFSCME COUNCIL 31, LOCAL 2819
By: Robert Hasty, Mayor	By: President
	By: NA Secretary
Date: 111912024	Date: 11/18/2024