

RESOLUTION NO. 134 -2024

**A RESOLUTION AUTHORIZING A SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF OTTAWA AND AFSCME COUNCIL 31, LOCAL 2819  
(Facility Dog Handler Compensation)**

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**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 Side Letter Agreement between the City of Ottawa and AFSCME Council 31, Local 2819 regarding compensation for the position of Facility Dog Handler if a police department AFSCME Local 2819 member is assigned to said position, a copy of which is attached hereto and incorporated herein by reference.

**Section Two:** That all resolutions or parts thereof which are in conflict herewith are hereby repealed.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

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

**PASSED and APPROVED** this 19<sup>th</sup> day of November 2024.

  
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**Robert Hasty, Mayor**

**ATTEST:**

  
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**Shelly L. Munks, City Clerk**



## SIDE LETTER AGREEMENT

The City of Ottawa (hereinafter “City”) and the AFSCME Council 31, Local 2819, (hereinafter “Union”) for the remaining effect of their current Collective Bargaining Agreement, which spans from May 1, 2024 to April 30, 2028 have agreed to amend certain provisions in the Collective Bargaining Agreement.

WHEREAS, the Police Department has a facility dog that may require care by an AFSCME Local 2819 member working for the police department, which will be determined by the Chief of Police or his designee; and

WHEREAS, there are no terms setting forth compensation for a Facility Dog Handler in the parties’ Collective Bargaining Agreement if an AFSCME Local 2819 member was assigned said position; and

WHEREAS, this letter does not guarantee the Facility Dog Handler position will be assigned to an AFSCME Local 2819 member, but is only to provide terms on which the member will be compensated in the event it is assigned to an AFSCME Local 2819 member; and

WHEREAS, the City and Union have agreed to modify the Collective Bargaining Agreement to include compensation terms for a Facility Dog Handler in the event the Chief of Police or his designee assigned the position to a AFSCME Local 2819 member; and

WHEREAS, the City and Union find the modifications by the Side Letter Agreement to be in the best interests of the City, its employees, and the public health, safety, and welfare.

NOW THEREFORE, the City and Union agree as follows:

1. That Article 19 regarding Police Department Employees in the parties’ Collective Bargaining Agreement is amended by adding language under the heading titled WAGES, LOGEVITY, INSURANCE to include a new paragraph E. in Section 1, which is to read as follows:

### Section 1. Stipends

#### E. Facility Dog Handler Stipend

- i. The Facility Dog Handler will 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 Employee, that such off-work duty related care requires an average of fifteen minutes per day.
- ii. The parties agree the straight time rate of pay applicable to such work will be \$10.20 per hour and the overtime rate will be \$15.30 per hour.
- iii. It is agreed by the parties that eighty (80) hours of the off-duty care time will be at straight time and twelve (12) hours at overtime based upon actual experience and pursuant to Section 7(g) of the Fair Labor Standards Act.

- iv. In addition to the language provided in paragraph i above, the employee will receive additional compensation in-lieu of on-call pay in the amount of \$1,000 for off-duty time in which the Facility Dog Handler is required to be on-call. The amount of on-call time is to be determined by the Chief of Police or his designee.
  - v. The total compensation for the Facility Dog Handler, including the \$1,000 described in paragraph i above, is \$2,000 to be added to the handler's base wage. This compensation will be included in the determination of the employee's hourly rate of pay.
  - vi. Boarding: When any employee assigned as the Facility Dog Handler is on vacation, at the employee's discretion, the employee may request the City to board the dog at the City's expense.
  - vii. Damaged clothing: Any clothing damaged by the dog will be replaced at the City's expense.
  - viii. Food and medical costs: The employer is responsible for all food and veterinary costs incurred by the dog.
  - ix. There is no other compensation outside the above compensation for the Facility Dog Handler.
2. Nothing in this Side Letter Agreement guarantees the Facility Dog Handler position is an AFSCME position. The position will be assigned based upon need by the Chief of Police or their designee, which may be a AFSCME Local 2819 member working for the police department. This Side Letter Agreement is only to establish compensation for the Facility Dog Handler in the event the position is assigned to an AFSCME Local 2819 member.
  3. All other terms and conditions of the 2024-2028 Collective Bargaining Agreement not modified herein, current Side Letter Agreements, and current Memorandum of Understandings, except to the extent modified by this Side Letter Agreement, shall be applicable.
  4. In the event of any conflict between the provisions of this Side Letter Agreement and the provisions of the 2024-2028 Collective Bargaining Agreement, current Side Letter Agreements, and current Memorandum of Understandings, the provisions of this Side Letter Agreement shall prevail and control.
  5. This Side Letter Agreement is effective upon the execution by both parties and will expire upon the expiration of the parties' Collective Bargaining Agreement on April 30, 2028, unless re-negotiated prior to its expiration.

AGREEMENT ACKNOWLEDGED this 19<sup>th</sup> day of November, 2024.

  
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Mayor Robert Hasty, City of Ottawa

  
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Robert Anderson, AFSCME 2819

