

RESOLUTION NO. 145-2024

**A RESOLUTION AUTHORIZING A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF OTTAWA AND AFSCME COUNCIL 31, LOCAL 2819
(Anniversary Pay)**

**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 clarifying when increases to base pay based on length of service will occur, 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Section Two: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.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.

	Aye	Nay	Absent
Commissioner Eichelkraut	<u>X</u>	_____	_____
Commissioner Ganiere	_____	<u>X</u>	_____
Commissioner Pearson	<u>X</u>	_____	_____
Commissioner Barron (via phone)	<u>X</u>	_____	_____
Mayor Hasty	<u>X</u>	_____	_____

PASSED and APPROVED this 3rd day of December 2024.



Robert Hasty, Mayor

ATTEST:



Shelly L. Roalson, City Clerk

SIDE LETTER AGREEMENT

The City of Ottawa (hereinafter “City”) and the AFSCME, Local 2819, (hereinafter “Union”) for the remaining effect of their current Collective Bargaining Agreement, which spans from May 1, 2024 to April 30, 2028, agree to the following modifications.

WHEREAS, the parties’ Collective Bargaining Agreement (hereinafter “Agreement”) did not state when increases to the base pay based on length of service would occur; and

WHEREAS, the City and Union desire to modify the Agreement to state the increase in base pay due to length of service will occur in the pay period immediately following the employee’s anniversary date; and

WHEREAS, the City and Union agree the Employee must notify in writing his or her department head of the upcoming anniversary date so the department head can submit to payroll the notice of increase and desire to include this requirement in the parties’ Agreement; 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 the Wage Schedule, which is Appendix A to the parties’ Collective Bargaining Agreement is hereby amended to add language following the Wage Schedule, which is to read as follows:

The base pay increase due to an employee’s length of service will begin in the pay period immediately following the employee’s anniversary date of the employee reaching the step level as long as employee notifies the employee’s Department Head as set forth below.

Not less than seven days prior to the employee’s anniversary date, the employee must notify in writing his or her Department Head of the employee’s upcoming anniversary date and base pay increase. The employee’s Department Head will then submit to Payroll an increase notification for the payroll immediately following the employee’s anniversary date.

If the employee fails to provide the proper seven days’ notice to his or her Department Head of an upcoming anniversary date and base pay increase, the base pay increase will begin in the pay period immediately following receipt of the increase notification by Payroll. In the event notification is not received prior to the employee’s anniversary date, the City will not pay the employee any back pay or compensation for any pay periods without the base pay increase between the anniversary date and receipt of the notification of increase.

2. All other terms and conditions of the 2024-2028 Collective Bargaining Agreement, current Side Letter Agreements, and current Memorandum of Understandings, except to the extent modified by this Side Letter Agreement, shall be applicable.
3. 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, or current Memorandum of Understandings, the provisions of this Side Letter Agreement will prevail and control.

4. 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 3rd day of December, 2024.



Mayor Robert Hasty, City of Ottawa



Robert Anderson, AFSCME 2819



Randy Dominic