

RESOLUTION NO. 046-2023

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OTTAWA AND AFSCME COUNCIL 31, LOCAL 2819
(Removal of Janitor and Evidence Custodian)**

**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, removing the Janitor and Evidence Custodian from the Union, 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Section Two: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.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 Less	<u>X</u>	_____	_____
Mayor Aussem	<u>X</u>	_____	_____

Passed and Approved this 4th day of April 2023.



Daniel F. Aussem, Mayor

ATTEST:



Shelly L. Munks, City Clerk

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 City and Union have agreed to remove the position of Janitor from the Union as the Union has agreed to permit the City to contract out janitorial work to a janitorial company.

Whereas, the City and Union have agreed to remove the position of Evidence Custodian from the Union as the position has not existed.

Whereas, the City and the Union finds 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. To remove the position of Janitor from AFSCME Local 2819 Collective Bargaining Union.
 - a. To prevent a reduction in Staffing, City agrees to hire one additional member in the Public Works Department and hire one additional member in the Telecommunications Division.
 - b. In the event of a City layoff of Public Works employees, the City agrees to return the contracted out janitorial services to the Union and begin using existing City Public Works employees rather than a contracted out janitorial service.

2. To remove the position of Evidence Custodian from AFSCME Local 289 Collective Bargaining Union. The removal of this position does not create a reduction in staff as no person is currently assigned to this position.
3. The Parties agree to jointly petition the Illinois State Labor Relations Board for approval to remove Janitor and Evidence Custodian from AFSCME Local 298 Bargaining Union, and said Certification will supersede the Certification of Representative issued by the Illinois Labor Relations Board in Case No. S-UC-(S)-21-019.
4. The parties agree that Article 1 of the CBA is hereby amended and modified to read as follows:

ARTICLE 1 RECOGNITION

The City recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time employees in the following departments, but excluding all confidential and managerial employees and supervisors, all as are more particularly described in the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-119 on July 11, 1995:

Included:

Water Division: Water Operators A-D, Water Operators A1, B1, C1, D1, Foreman, Laborer, I Laborer II

Wastewater Treatment Division: Wastewater Operators 1-4, Foreman, Laborer I, Laborer IV

General Administrator: Janitors, Billing Clerk, Cashier, Records Clerk

Vehicle Maintenance: Mechanic I, Mechanic II, Mechanic III, Mechanic IV, Foreman

Police Department: Telecommunicator I, II and III, Records Clerk, Evidence Custodian/Parking Enforcement, LEADS Coordinator

Parks Division: Building Maintenance, Foreman, Parks Maintenance I, Parks Maintenance II, and Parks Maintenance III, Laborer I, Laborer II

Streets Division: Foreman, Laborer I, Laborer II, Laborer III, Laborer IV (card check and neutrality for full and part time bus drivers)

Excluded:

Secretary to Mayor, Administrative Assistants to Mayor, City Engineer, Deputy City Clerks, City Clerk, Plumbing Inspector, Assistant Superintendents, Mechanical Superintendent, Elected Officials, Peace Officers, Fire Fighters, Building Inspector, and Police Communications/Office Manager.

The parties jointly petitioned to the Illinois State Labor Relations Board and received a Certification of Unit Clarification on October 14, 2019, under Case No. S-UC-(S)-21-019, which supersedes the Certification of Representative issued by the Illinois Labor Relations Board in Case No. S-RC-119 on July 11, 1995. The parties now agree to jointly petition the Illinois State Labor Relations Board for approval of the following departments but excluding all confidential and managerial employees and supervisor to supersede the Certification of Representative issued by the Illinois Labor Relations Board in Case No. S-UC-(S)-21-019

Included:

Public Utilities: Laborer: I, II, III, and IV, (Laborer III equal to Water Operator D and Laborer IV equal to Water Operator C), Water Operator B (Water Operator B equal to Wastewater Operator 4), Water Operator A (Water Operator A equal to Wastewater Operator 3), Water Operator DI, Water Operator C1, Water Operator B1 (Water Operator B1 equal to Wastewater Operator 2), Water Operator A1 equal to Wastewater Operator 1, Public Utilities Foremen.

Public Property: Laborer: I, II, III, and IV, (Laborer IV equal to Maintenance Operator I) Maintenance Operator: I, II and III, Building Maintenance, and Public Property Foremen.

Vehicle Maintenance: Mechanic: I, II, III, and IV, Foreman

Police Department: Telecommunicator: I, II and III, Records Clerk, Parking Enforcement, LEADS Coordinator

Excluded:

Secretary to Mayor, Administrative Assistants to Mayor, City Engineer, Deputy City Clerks, City Clerk, Plumbing Inspector, Assistant Superintendents, Mechanical Superintendent, Elected Officials, Peace Officers, Fire Fighters, Building Inspector, Police Communications/Office Manager, Director of Public Works.


5. That the City will inform the Civil Service Commission of the removal of the Janitor and Evidence Custodian from the Union and request the Civil Service Commission honor said


removals and the removals be reflected in any future rule modification or testing practices.

6. 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.
7. 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.
8. That this Memorandum of Understanding will merge into the successor Collective Bargaining Agreements as there is an agreed upon change to the Certification of Representative.

CITY OF OTTAWA, ILLINOIS,

AFSCME COUNCIL 31, LOCAL 2819

By: 
Daniel F. Aussem

By: 

Date: 4/4/2023

Date: 4/7/2023