

## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding to the 2019-2022 Collective Bargaining Agreement ("CBA") between the City of Ottawa, Illinois, ("City") and AFSCME Council 31, Local 2819, ("Union").

Whereas, ARTICLE III, Section 2, Work Week of the CBA provides the workweek shall consist of five consecutive 8-hour days. Workweeks will consist of Monday-Friday or Tuesday-Saturday work weeks.

Whereas, ARTICLE VI, Section 1, Probationary Period of the CBA provides for the probationary period be six months from the date of hire, and

Whereas, ARTICLE XVI, Section J., CDL License of the CBA provides the employer shall reimburse each employee for the cost of his or her driver's license and shall permit the use of a City vehicle for the purpose of being a CDL test.

Whereas, the City, acting by and through its City Council, 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. ARTICLE III, HOURS OF WORK, Section 2, Work Week, first paragraph is struck, amended and modified as follows:

The workweek shall consist of five consecutive 8-hour days. Workweeks will consist of Monday-Friday schedules. Two employees (David Ricci and Josh Kazmierczak) shall continually be allowed to voluntarily work a Tuesday-Saturday work week. This voluntary Tuesday-Saturday work week shall continue for renewed one calendar years (January - December), unless both parties (the City and the Union) agree to discontinue this work week. If both parties agree to discontinue this work week, it will be deleted from this section in its entirety.

2. ARTICLE VI, SENIORITY, Section 1, Probationary Period, is struck, amended and modified as follows:

New appointees or new employees shall be on probation of a period of twelve (12) months from the date of their hire. During a employee's probationary period, the employee is subject to discipline (including dismissal) at any time with cause.

3. ARTICLE XVI, GENERAL, Section J, CDL License is amended and modified to include as follows:

New appointees or new employees are highly requested to obtain a Commercial Drivers License that include a CDL-C or CDL-B with Air Brake and Tanker endorsements. This is to ensure that all City owned equipment can and will be operated by the City's employees.

The Union is required to have the following minimum amount of employees with a CDL license. A minimum of 1/2 plus 1 of staff in Public Utilities division and a minimum of 1/2 plus 1 of staff in the Public Property division.


If an employee is unable to continue to medically keep their CDL license, the employee shall not be subject to dismissal.

All other terms and conditions of the 2019-2022 Collective Bargaining Agreement, except to the extent modified by the Memorandum of Understanding, shall be applicable.

In the event of any conflict between the provisions of this Memorandum of Understanding and the provisions of the 2019-2022 Collective Bargaining Agreement, the provisions of the Memorandum of Understanding shall prevail and control.


This Memorandum of Understanding will expire on April 30, 2022, continued if the current CBA is extended, or renegotiated prior to the expiration.

CITY OF OTTAWA, ILLINOIS

By:   
Daniel Aussem, Mayor

Date: 7-7-2020

AFSCME COUNCIL 31, LOCAL 2819

By:   
Robert Anderson, President

By:   
Randy Dominic, AFSCME Council 31

Date: 7/6/2020