

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF OTTAWA

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME), COUNCIL 31, AFL-CIO

On behalf of

AFSCME LOCAL 2819

May 1, 2022 to April 30, 2024

## TABLE OF CONENTS

		Page
	PREAMBLE	3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	CHECK-OFF	4
ARTICLE 3	HOURS OF WORK & STAFFING	5
ARTICLE 4	REST AND MEAL PERIODS	7
ARTICLE 5	HOLIDAYS	7
ARTICLE 6	SENIORITY	9
ARTICLE 7	NO STRIKES – NO LOCKOUTS	10
ARTICLE 8	MANAGEMENT RIGHTS	11
ARTICLE 9	SICK LEAVE	12
ARTICLE 10	LEAVES OF ABSENCE	15
ARTICLE 11	VACATION	17
ARTICLE 12	CALL OUT TIME and ON CALL PAY	18
ARTICLE 13	OVERTIME	19
ARTICLE 14	GRIEVANCE PROCEDURE	20
ARTICLE 15	DISCIPLINE	24
ARTICLE 16	GENERAL	26
ARTICLE 17	EMPLOYEE DRUG TESTING	29 & Appendix C
ARTICLE 18	WAGES, LONGEVITY, INSURANCE, WELLNESS INCENTIVE, STIPENDS EDUCATIONAL REIMBURSEMENT	30
ARTICLE 19	POLICE DEPARTMENT EMPLOYEES	36
ARTICLE 20	LABOR-MANAGEMENT COMMITTEE—STEWARDS	43
ARTICLE 21	RESIDENCY	44
ARTICLE 22	CONTRACTING OUT	44
ARTICLE 23	SAVINGS CLAUSE	44
ARTICLE 24	TERMINATION	45
	PUBLIC WORKS CLASSIFICATIONS	46
APPENDIX A	WAGE SCHEDULE (See Additional Excel Spreadsheet)	53
APPENDIX B	DONATED SICK LEAVE FORM	54
APPENDIX C	EMPLOYEE DRUG TESTING	55

## **COLLECTIVE BARGAINING AGREEMENT**

### **PREAMBLE**

This Agreement entered into by the City of Ottawa, hereinafter referred to as the Employer, and Local 2819, Council 31 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union: the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

### **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 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-RC-119 on July 11, 1995.

**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, Janitor and Public Property Foremen.

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

Police Department: Telecommunicator: I, II and III, Records Clerk, Evidence Custodian/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.

## **ARTICLE 2**

### **CHECK-OFF**

#### **Section 1. Membership Dues Check-off**

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees: and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The deductions shall be remitted to the Union along with a list including the name, address, social security number, each bargaining unit employee's salary, and amount of deduction for each employee. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions. The Union shall advise the Employer of any increase in dues, or other approved deductions in writing at least forty-five (45) days

prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

#### Section 2. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

### **ARTICLE 3**

#### **HOURS OF WORK & STAFFING**

##### Section 1. Regular Hours

The regular hours of work each day shall be 8 consecutive hours except that they may be interrupted by a ½ hour lunch period. Notation for future reference: this was bargained in exchange for the 60 minutes lunch and no break periods. See Article 4, Section 1, Rest and Meal Periods.

##### Section 2. Work Week

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.

##### Section 3. Work Shift

Eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Day shifts shall begin no earlier than 6:00 am and no later than 8:00 am to accommodate operational or seasonal needs, the exact time to be determined by the employer.

##### Section 4. No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

##### Section 5. Staffing Monday through Friday

Benefit time is defined as personal, pre-approved sick, compensatory, and vacation time for purposes of section.

A. Maximum number of staff for public property allowed off with benefit time Monday through Friday is 5. If there is a substantial change in staffing both parties agree to revisit this issue.

B. Maximum number of staff for public utilities allowed off with benefit time Monday through Friday is 5. If there is a substantial change in staffing both parties agree to revisit this issue.

C. Except for lunch, when only one person is working, one (1) employee in the water billing department will always be required to be present unless an emergency arises or otherwise it is approved by the Director of Public Works or his designee. In the event bargaining unit members are off work with approved absences a non-bargaining management employee may cover the water billing duties until such time the regular employee returns.

#### Section 6. Staffing on Saturday

Benefit time is defined as personal, pre-approved sick, compensatory, and vacation time for purposes of section.

A. Maximum number of staff for public property allowed off with benefit time on Saturday is 2 or 50% whichever is less. If there is a substantial change in staffing both parties agree to revisit this issue.

B. Maximum number of staff for public utilities allowed off with benefit time on Saturday is 3 or 50% whichever is less. If there is a substantial change in staffing both parties agree to revisit this issue.

C. One person will be assigned as a temporary foreman for each department when a foreman is not already on duty. (1 public property; 1 public utilities)

## ARTICLE 4

## **REST AND MEAL PERIODS**

### **Section 1. Rest and Meal Periods**

All employees will receive a sixty (60) minute lunch and/or rest period during the period of each work shift. Whenever feasible the lunch and/or rest period shall be scheduled at the middle of each shift. Thirty (30) minutes of said lunch and/rest period will be paid. The remaining thirty (30) minutes will be unpaid.

## **ARTICLE 5**

## **HOLIDAYS**

### **Section 1. Holidays Recognized and Observed**

**Definition of Holiday.** Holiday is defined as the observed day and not the actual day.

The following days shall be recognized and observed as paid holidays:

New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

### **Section 2. Eligibility Requirements**

Employees shall be eligible for holiday pay under the following conditions:

A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave (as provided below); and

B. The employee worked his/her last scheduled workday prior to the holiday and next scheduled workday after the holiday unless excused by the Employer.

An employee absent from work, due to reasons chargeable to sick leave, on a holiday scheduled for work, on the day proceeding and/or the day following a holiday may be

required to present a doctor's verification of eligibility for leave in order to receive regular compensation for the holiday.

If a holiday is observed on an employee's scheduled day off or vacation, he/she shall be paid for the un-worked holiday. Employees who have established seniority, but who are on inactive status due to layoff or sick leave that that commenced thirty (30) days prior to the week in which the holiday occurs shall receive pay for such holiday.

### Section 3. Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight hours of their current hourly rate of pay unless their regular workday is less than eight hours.

### Section 4. Holiday Work

If an employee works on any of the actual holidays listed above when the employee is not scheduled to work, he/se shall be paid, in addition to holiday pay, two (2) times the hourly rate.

If an employee is scheduled to work (and does work) any of the actual holidays listed above he/she shall be paid in addition to holiday pay, one (1) and one half (1/2) times the hourly rate for all hours work.

### Section 5. Holiday Hours for Overtime Purposes

For the purposes of computing overtime pay, all holiday hours for which an employee is compensated shall be regarded as hours worked.

### Section 6. Personal Day

An employee is entitled to one (1) personal day off work with pay per calendar year. An employee may use their accumulated personal days off work subject to advance written approval by the Public Works Director or his designee or the Police Chief or his designee. Unused personal days will be cumulative.

## **ARTICLE 6**

### **SENIORITY**

#### Section 1. Probationary Period

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

#### Section 2. Civil Service Employees

Those employees covered by Civil Service Commission shall continue to have their seniority rights determined under the terms of the Civil Service Commission Rules, which include Rule XIII, 13.1 and 13.2 as follows:



### 13.1 Layoffs

'Whenever it becomes necessary, through lack of work or funds, or for other cause, to reduce the force in any employment, the person who was last certified to such employment, shall be the first laid off. Persons laid off in accordance with the foregoing procedure shall be entitled to have their names placed at the head of a reinstatement list, according to the seniority of their certifications. Such reinstatement lists shall take precedence over eligible lists.'

### 13.2 Methods of Reinstatement

'Whenever a vacancy occurs in any position of the Classified Service, the Commission shall, before any new certification is made from an eligible register, reinstate from the appropriate reinstatement list the person at the top of the list, provided that the employee could perform the work available. At the discretion of the Commission the person eligible to be reinstated may be re-examined to determine his/her present qualification. If the eligible person fails the reexamination, they will not be reinstated and his/her name will be stricken from the reinstatement list.'

### Section 3. Seniority – Employees Not Covered By Civil Service

Seniority for those employees not covered by Civil Service is defined as an employee's length of service with the Employer from the last date of hire. In the event of a layoff employees shall be laid off in inverse order of their seniority. However, an employee subject to layoff may displace another employee only where he may perform that job with no more than one week's training to the satisfaction of the appropriate supervisor. An employee's continuous service and seniority shall be broken by voluntary resignation, discharge for cause or retirement.

### Section 4. Layoff Notification and Discussion

Prior to initiating any layoffs, the employer shall provide written notification to the union and an opportunity for consultation.

## **ARTICLE 7**

### **NO STRIKES – NO LOCKOUTS**

#### Section 1.

During the term of this Agreement, there shall be no strike, slowdown, sit-down, limitation or curtailment of work, refusal to cross picket lines or other sympathetic action on behalf of any persons, or any other interruption of, or interference with, work by any employees covered by this Agreement.

#### Section 2.

The Union agrees that during the term of this Agreement, it will not authorize, support or condone any conduct prohibited by Section 1 hereof. In the event of such conduct or the

threat thereof, the Union and all officers thereof shall take any and all reasonable actions needed to avert or terminate such conduct.

Section 3.

Participation in any action prohibited by Section 1 during the term of this agreement by any individual or group shall be considered cause for discharge.

Section 4.

In the event of a violation of this Article, the City may, at its option, hold the Union liable for damages to the City arising there from. In addition, the City at its option, may either cancel this Agreement by giving written notice thereof to the union or seek injunctive relief for the enforcement of this Agreement or seek any other remedy available at law or in equity in any court of competent jurisdiction.

Section 5.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

It is recognized and agreed by the parties hereto that the governance of the City and the performance of all traditional functions and services of municipal government must remain at all times and in all respects within the sole and exclusive control and determination of the elected officials of the City in the exercise of the authority granted to them, and in the discharge of the duties placed upon them, by the citizens of the City, except as this Agreement expressly provides employees with substantive rights.

Section 1. Management Rights of the City

By the way of example only, and subject to the limitations of this Agreement, traditional rights reserved to the City shall be deemed to include the right to:

- A. Establish and determine the services to be provided by the City and the method by which all City activities shall be performed including equipment used, crew sizes, number and duration of shifts, job classifications to which work is assigned, regular and overtime hours of work, and the starting and stopping times of such work;
- B. Direct and supervise the work of its employees;
- C. Plan, direct and control all City activities and operations;

- D. Set the budget and determine the financial expenditures and disposition of all revenues;
- E. Establish, reorganize or discontinue departments of the City or to modify the operations and functions thereof, or to relocate, reassign, subcontract or transfer the work of any such department in accordance with the provisions of Article 22 hereof;
- F. Hire, promote, demote, transfer and disqualify employees subject to any restrictions imposed by the Civil Service Act;
- G. Determine the amount and quality of work needed and to lay off employees for lack of work, or for other legitimate reasons;
- H. To suspend, discipline, or discharge employees for just cause in accordance with, and subject to, the provisions of the Civil Service Act or, in the case of non-civil service employees, the provisions of this Agreement;
- I. Establish, maintain, and from time to time, modify or amend standards of attire, conduct and the like and rules and regulations relating thereto.

## **ARTICLE 9**

### **SICK LEAVE**

#### **Section 1. Purpose**

Sick leave with pay is a benefit to be used for the employee's own personal illness or personal disability, not a vested right, and does not extend to caring for ill or disabled family members or any other purposes. Employees shall be allowed to use any accumulated paid leave in lieu of unpaid Family Medical Leave Act leave for a qualified FMLA leave of the employees.

Employees shall be allowed to use any accumulated paid leave, except sick leave, in lieu of unpaid FMLA leave for any qualified leave of a family members as defined in the FMLA.

However, an employee may use personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee will be allowed to use personal sick leave benefits for absences due to illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent up to the amount of personal sick leave benefits that would be accrued during six months of a the employee's then current rate of entitlement.

## Section 2. Sick Leave Accumulation

All employees shall accumulate eight (8) hours sick leave per month, beginning on the effective date of this agreement. In addition to the foregoing, current employees shall retain their existing sick leave bank. Sick leave accrual shall be unlimited.

## Section 3. Verification of Sick Leave

If an employee fails to report for work for three (3) or more of his consecutive scheduled work days, then, before the employee may return to work, the City may require, the employee to provide a statement from a physician indicating that the employee is fit to return to work and perform normal duties.

The City may, at its discretion and at its expense, require any employee to submit to a timely examination by a physician selected by the City for the purpose of determining whether the employee is able to perform normal duties.

## Section 4. Improper Sick Leave

Any employee who is absent from work and charges their time as sick leave and the Commissioner of the department in which the employee works determines that employee was not sick or injured to such an extent as the employee would not be able to carry out their duties, may be disciplined.

Abuse of sick leave is a serious matter and constitutes cause for discipline. If proper notification is not given by an employee to the Employer, or, if an employee abuses li leave, then any absence may be charged as leave without pay and the employee may be disciplined as follows:

First Incident:	Written reprimand
Second Incident:	Suspension (in writing, not to exceed 30 days)
Third Incident:	Discharge (in writing)

If the employee is covered by a state statue, city ordinance or other rule or regulation which requires a hearing before he can be suspended and/or discharged, the Commissioner of his department shall, upon the Second Incident and/or Third Incident, bring appropriate charges before the hearing officer or bard.

## Section 5. Non-City Workmen's Compensation

Any employee who is entitled to workmen's or occupational disease compensation because of any injury or sickness incurred at another place of employment shall not be entitled to receive sick leave pay as long as said employee is entitled receive that form of remuneration.

## Section 6. Sick Leave Buy Back

Upon an employee's separation, the City will pay the employee one-half (1/2) of his/her accumulated sick leave up to a maximum of four hundred and eighty (480) hours pay. Compensation to be at the then straight hourly rate. Probationary employees are excluded from the sick leave buy back.

In lieu of receiving payment at the time of honorable separation the employee may in writing to the City elect to convert either 240 or 480 hours of accrued unused sick time to personal time and take those as paid days off up to the employee's retirement date. The employee will be placed on a forty (40) hour work week until his/her retirement date and shall use the time in its entirety. Such notice must be given to the City in writing six (6) months prior to the start of leave. If the employee elects to take two hundred forty (240) hours, then he/she will be paid for the remaining time up to two hundred forty (240) hours. If the employee takes four hundred eighty (480) hours they will receive no additional compensation for unused sick time.

## Section 7. Donated and Catastrophic Sick Leave

### A. Donated Sick Time

Sick time donation is intended to provide full-time AFSCME employees, who have either depleted or not yet accrued enough sick time, an opportunity to take short term leaves of absences with pay for periods greater than two (2) weeks in circumstances that would otherwise qualify the employee for FMLA. Any full-time AFSCME employee may contribute up to five (5) days of their accrued sick time towards another employee's sick leave of absence. Any sick time that is donated toward another employee's use, that is not used reverts to the donor. In order to use donated sick time, the employee must first deplete all their own accrued paid benefit time inclusive of vacation, sick, comp and personal time.

Employees will be granted no more donated sick days than has been determined to be medically necessary by a healthcare provider up to a maximum of thirty (30) days for an employee and ten (10) days for an employee's immediate family member. Any employee, who wishes to donate sick time for use by another employee, shall complete a sick time donation form in substantially the form which is attached hereto and incorporated herein by reference. See Appendix B attached hereto.

### B. Catastrophic Sick Leave

An employee having exhausted all accumulated sick time, donated sick time, vacation time and all other forms of paid leave may request up to an additional 288 hours sick leave.

1. All such leave shall be borrowed from the employee's future (anticipated) sick leave as provided in section 2 of this Article.
2. Such request will be made to the AFSMCE Executive Board for recommendation.
3. A committee consisting of the Mayor, the commissioner of the Employee's department and the AFSCME President are appointed to review such request. This committee shall grant or deny such request. The decision of this committee will be final with no appeal or grievance allowed.
4. Catastrophic sick leave is not intended for an employee who has abused accumulated sick time. Abuse is defined as using more than 50% of accumulated sick leave without proof of a serious medical condition in two consecutive years.
5. In the event an employee terminates or retires from employment prior to replacing anticipated sick leave he has taken he shall reimburse the City.
6. Catastrophic illness is a non-duty related illness or injury which would cause an employee to be absent from work for a period of time without pay that would cause a financial hardship.

#### Section 8. Failure to Use More Than Six (6) Shifts Sick Leave

Any employee covered by this Agreement who does not take more than six (6) shifts of sick leave in a calendar year shall be entitled to two (2) personal days the following year to be taken when the employee chooses, subject to prior notice to the Public Works Director or Police Chief or their designee, and prior approval, which approval shall not be unreasonably withheld. In addition, any employee who does not take more than three (3) shifts of sick leave in a calendar year shall be entitled to an additional personal day. These personal days will be cumulative. However, the entitlement shall not be effective until an employee has been employed for one (1) entire year.

#### Section 9. Use of Remaining Comp Time

Union employees may use any remaining comp time with 24-hour advance notice in a minimum of one (1) hour increments *unless otherwise approved by the Public Works Director or his designee or the Chief of Police or his designee in the Police Department.* Pre-approved sick time may be taken in one (1) hour minimum increments with 24-hour advance notice. These requests will be done with the approval of the Public Works Director or his designee or the Chief of Police or his designee in the Police Department.

### ARTICLE 10

#### LEAVES OF ABSENCE

##### Section 1. General

The City Council or Public Works Director or his designee may grant an unpaid leave of absence to an employee, who has been in the classified service for not less than six months, for such a period as deemed proper not exceeding one year, including maternity leave. Immediate report of such leave of absence and reasons therefore shall be made to the Civil Service Commission. No leave of absence shall exceed one year, except to enable an employee to enter the military service of the United States or any employment connected with the National Defense, or because of disability or injury received in the performance of duty, or when an employee is in receipt of a disability benefit or pension granted in accordance with the provisions of any pension fund of the City, and in such cases leave of absence may be extended beyond one year, with the approval of the council.

## Section 2. Funeral Leave

A. Employees may apply for and be granted paid leave of absence for a death in the immediate family if the employee attends the funeral. For purposes of this section, members of the immediate family shall be defined as an employee's spouse, children, father, mother, sister, brother, grandparents, including great grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. The terms "mother", "father", "sister", and "brother" shall be deemed to include step and half mother, father, sister and brother where the employee establishes to the satisfaction of the Public Works Director or his designee that the relationship between him and the step relative is equivalent to that normally existing between an individual and natural mother, father, sister or brother. The duration of such leave shall be up to four (4) workdays without loss of pay for those working 8 hour shifts and three (3) for those working 12-hour shifts. The employee will, however return to work the sixth calendar day after the relative's death unless the 6<sup>th</sup> day is a Saturday or Sunday in which event he/she shall return to work the first work day after the said 6<sup>th</sup> day. A holiday as recognized and observed pursuant to the definition in Article 5, Section 1 hereof shall be excluded from the computation of the 6 calendar days for the purpose of this paragraph. Funeral leave (paid) for an employee may be granted for one (1) day to attend the funeral of an aunt or uncle (including a great-aunt or great-uncle) or when required to serve as a pallbearer. The terms "aunt" and "uncle" shall include such relatives by blood and marriage to the employee. (For example, the spouse of an uncle of an employee by blood or marriage would fall within the definition of aunt. However, the aunt or uncle of the employee's spouse would not be the aunt or uncle of the employee for purposes of funeral leave.) Funeral leave shall be compensated.

B. The parties recognize the Illinois Child Bereavement Leave Act and its allowance of two weeks or ten (10) workdays of unpaid leave upon the death of a child.

## Section 3. Jury Duty

A. If the jury duty occurs during regular working hours, the employee will be paid for those hours. The employee is expected to work his/her regular scheduled hours except for those hours that he/she is actually performing jury duty or is otherwise excused by this policy. If the jury duty exceeds regular working hours, the employee will receive no extra compensation.

B. If the jury duty occurs outside of the employees' regular working hours, but on the employees regular scheduled work day, the employee will be entitled to compensation for the number of hours spent at jury duty. Compensation will be in the form of a reduction in the employees work shift.

C. Example: If an employee is scheduled to work noon-10 pm and serves on jury duty from 8 am to 11 am, 3 consecutive hours would be subtracted from that day's work shift. The Public Works Director or his designee or the Police Chief or his designee would determine the excused hours.

D. In all cases where jury duty will result in compensation as outlined in this policy, the employee will be required to provide proof of the jury duty including the starting time of such duty before any compensation will be granted.

## **ARTICLE 11**

### **VACATION**

#### **Section 1. Vacation Time**

##### **A. One-Five Years**

All employees who have worked for the City of Ottawa as full-time employees in excess of one year but less than five years on the anniversary date of their starting date shall be entitled to two weeks vacation with full pay, said time to be non-cumulative.

##### **B. Five-Ten Years**

All employees who have worked for the City of Ottawa as full-time employees in excess of five years but less than ten years shall be entitled to three weeks vacation with full pay, said time to be non-cumulative.

##### **C. Ten or More Years**

All employees who have worked for the City of Ottawa as full-time employees in excess of ten years shall be entitled to four weeks vacation with full pay, said time to be non-cumulative. In addition to the above, employees shall receive one extra vacation day on their anniversary date for their 13<sup>th</sup> year, one additional day for their 15<sup>th</sup> year, one additional day for their 17<sup>th</sup> year, one additional day for their 19<sup>th</sup> year, one additional day for their 21<sup>st</sup> year, and one additional day for their 23<sup>rd</sup> year, for a maximum of six additional days.

##### **D. Carry-Over Vacation**



In the event an employee is denied the use of preapproved vacation time, the amount denied will be carried over and used within the next calendar year.

If the employee is unable to use all their available vacation time by December 31<sup>st</sup> of each year the employee will be allowed to cash out their unused vacation days in lieu of the former use it or lose it policy. Said employee needs to notify the City of said request prior to December 1<sup>st</sup> of each year. Except for the denied use of preapproved vacation time employees will not be allowed to carry over vacation from one year to the next.

#### E. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

#### F. Vacation for Terminated Employees

Any employee who is honorably laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for vacation earned on a full year basis of calculation only at the time of separation.

#### G. Time of Vacations

Vacations shall be granted at the time requested by employees as long as no disruption of work will occur, and the manpower needs of the department are met. Vacation week request for the calendar year submitted no later than January 31<sup>st</sup> will be granted on a seniority basis in the event of conflict. Vacation week requests submitted after January 31<sup>st</sup> will be granted on the first requested basis in the event of a conflict. The Director of Public Works or his designee or the Police Chief or his designee must approve all vacation requests in writing before they become effective. Vacation requests submitted on or before January 31<sup>st</sup> shall be responded to in writing on or before February 7<sup>th</sup>. Vacation weeks have a priority over all other time off.

Vacation day requests made no later than January 31<sup>st</sup> are granted on a seniority basis and will have priority over comp day requests. Vacation day requests made after January 31<sup>st</sup> will have no priority over comp days and will be granted on a first requested basis. Vacation days will not be canceled due to routine shift shortage (sickness).

#### H. Vacation Time Increments

Vacation time can be used only after it is earned and may be taken in increments of not less than one half day/shift at a time. Days will have priority over half days. Employees shall give at least forty-eight (48) hours advanced notice of a one-day/shift vacation and must receive prior approval which will not be unreasonably withheld.

### ARTICLE 12

## **CALL OUT TIME and ON CALL PAY**

### **Section 1. Call Out Time.**

Any employee called to work outside of his regularly scheduled shift shall be paid a minimum of two hours at the rate of time and one-half.

The Public Works Director or his designee shall assign employees to be on call and carry a phone designated for "after Hours" calls and/or emergencies. Three phones shall be designated by the Public Works Director. Two phones will continue to be used in the Public Utilities Department and one phone will be used in the Public Property Department. If it is determined a fourth on call phone is needed in the Public Property Department, it will be at the discretion of the Public Works Director. When the employee is assigned the on-call phone they will have it for one week starting at the beginning of their shift on Tuesday morning and ending at the beginning of their shift on Tuesday of the following week.

### **Section 2. On Call Pay.**

Any member of Public Property or Public Utility who has been assigned the duty of carrying the phone for on-call purposes will be compensated at the rate of \$1.75 per hour for 24 hours each day on call. The on-call rate shall be two (2) times \$1.75 per hour for any of the observed holidays listed in Article 5, Section 1.

### **Section 3. On Call Procedure.**

The schedule will be posted annually. Employee will be responsible for finding a substitute if employee has a conflict with prior approval of the Public Works Director or his designee. Should a vacancy occur due to loss of an employee after the schedule has been completed, employees may volunteer to fill empty slots. If there are no volunteers, then reverse seniority will be used to fill the schedule.

The Director of Public Works or his designee will be responsible for finding a replacement for current on-call personnel if that on-call employee has a funeral or sick day. The employee is responsible for finding a replacement for vacation days.

## **ARTICLE 13**

### **OVERTIME**

#### **Section 1. Overtime**

Time and one-half the employee's regular hourly rate of pay shall be paid for work under either of the following conditions:

- A. All work performed in excess of eight (8) hours on any shift;
- B. All work performed in excess of (40) hours in any work week.

C. The Employer shall distribute overtime as equally as possible among employees who regularly perform the working which overtime is needed within the position classification and shall be distributed according to seniority as much as practicable and appropriate under the circumstances. For the purposes of equalizing overtime distribution, an employee who is offered but declines overtime assignment shall be deemed to have work such overtime offered.

A record of the overtime hours worked or offered shall be posted on the department bulletin board at least monthly.

Overtime worked will normally be assigned: first, to the full-time employees within the classification where the needs for such work occur; and second, full-time employees within their department. In an emergency, employees from other departments may also be assigned such work.

D. Starting January 1, 2020, compensatory pay may be accumulated up to a maximum of 240 hours in any calendar year. (January 1 through December 31) An employee may carry over a maximum of 120 hours of compensatory time to the following calendar year. Including any such 'carry-over hours' an employee may only accumulate 240 hours of compensatory time in one calendar year. All hours not carried over must be taken or paid in the calendar year earned. Starting January 1, 2020, employees desiring time off in lieu of overtime pay are restricted to a maximum of 80 hours of time off per calendar year and will be accommodated when, and if, in the opinion of the Public Works Director or his designee or Police Chief or their designee they may reasonably be excused from work.

However, in the circumstance wherein the employee is requesting leave due to illness or injury the employee will be allowed to use any elective time available with approval by the Public Works Director or his designee or the Police Chief or his designee. (In an effort to keep things simple I have added this language to address the situation of a recent employee who needed to take an extended period of time off due to a medical issue.)

Compensatory time off shall be compensated at the rates set forth in the Fair Labor Standards Amendments of 1985.

Compensatory time will be taken in one-hour increment as long as it is approved 24 hours in advance. Compensatory time submitted for approval will be responded to by the Public Works Director or his designee or Police Chief or their designee within 24 hours of submittal excluding weekends or holidays.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **Section 1.**

Any grievance or dispute over the meaning or application of this contract shall be settled in the following manner:

Step 1.

The employee, with or without his Union Steward, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) working days of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee, and Steward if one has been involved, within fourteen (14) working days.

Step 2.

If not settled, the grievance shall be presented in writing by the Union Steward to the Commissioner of that Department within fourteen (14) working days of the supervisor's response. Each such grievance must contain: (a) reference to the specific contractual provisions believed to have been violated; (b) a statement of facts giving rise to the grievance; and (c) a statement of specific relief requested. The Commissioner shall respond to the Union Steward in writing within fourteen (14) working days. No relief granted in this or any other Step will be retroactive more than twenty-two (22) days prior to the date the grievance has been filed in Step 2, except where the grievance concerns arithmetical errors in wage computations, in which event the relief granted may be retroactive for a six (6) month period.

Step 3.

If the grievance still remains unadjusted, and it does not involve a Civil Service Claim, it may be presented by the Union's representatives to the City council and its attorney within fourteen (14) working days after the answer is due in Step 2. The Union shall submit the written grievance, together with such other comments as it wishes to make, at this Step. The Council, or its representative, will respond to the grievance within fourteen (14) working days in writing.

Step 4.

Grievances other than Civil Service claims still unsettled may be referred to arbitration by the Union in the following manner: Within fourteen (14) working days after the answer of the City in Step 3, above, the Union may advise the City of its intent to refer the grievance to arbitration as described herein. The City and the Union shall attempt to agree upon an arbitrator within fourteen (14) working days after receipt of the Union's notice of referral to arbitration. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) working days, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike two (2)

names from the panel. The Union shall strike the first name, the City shall then strike a name, the Union shall then strike a name and finally the City shall strike a name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the City and Union representatives.

#### Section 1a. Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the City Civil service Commission shall not be considered a grievance under this Agreement.

#### Section 2. Powers of the Arbitrator

It shall be the function of the Arbitrator to render a decision in cases alleging a violation of specific provision of this Agreement other than Civil Service claims.

A. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

B. His powers shall be limited to deciding whether the Employer has violated the express Articles or Section of the Agreement.

C. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

D. The fees and expenses of the Arbitrator and court reporter, if desired, shall be shared equally by the employer and the union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

E. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the union, its members, the employee or employees involved, all other employees in the bargaining unit, and the Employer.

F. Any grievance that arose prior to the effective date of this agreement shall not be processed.

G. The City and the Union shall have the right to request the Arbitrator to require the presence of witnesses or documents. Each party shall be responsible for compensating its own representatives and witnesses. The City and the Union retain the right to employ legal counsel to represent them at the hearing.

H. If either party desires a verbatim record of the arbitration hearing, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party requires a copy of the record, it shall pay for the cost of its copy.

### Section 3. Civil Service Claims

Civil Service Employees shall have the right to arbitration pursuant to the grievance procedure contained in this contract for any suspension of employment of less than fifteen (15) days. Any suspension of fifteen (15) days or more the employee will have the choice of arbitration or going before the Civil Service commission.

### Section 4. Time Limits

A. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

### Section 5. Time Off, Meeting Space and Telephone Use

A. Time Off: The grievant(s) and/or the Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant that is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably.

B. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

#### Section 6. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate employer representative at the step where it is desired to initiate the grievance.

#### Section 7. Pertinent Witnesses and Information

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto, governing the dissemination of such materials.

#### Section 8. Repeal of Civil Service Ordinance

In the event that the Civil Service Ordinances are repealed the parties shall meet promptly to set up a procedure making all grievances arbitrable under the procedures set forth above.

### **ARTICLE 15**

#### **DISCIPLINE**

##### Section 1. Definition

The Employer agrees with the tenants of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension of not more than 30 days
- D. Discharge

Nevertheless, certain offenses may be so serious or aggravated that the City may skip one or more of the progressive discipline steps. Disciplinary action may be imposed upon an employee only for just cause.

##### Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

### Section 3. Pre-Disciplinary Meeting

With respect to discipline other than oral reprimands, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such. The Employer and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union Representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### Section 4. Notification and Measure of Disciplinary Action

A. In the event disciplinary action is taken against an employee, the Employer shall promptly provide the employee and the Union in writing with a clear and concise statement of the reason therefor. The Union President and Vice President will receive copies of all discipline.

B. An employee shall be entitled to the presence of a grievance representative at an investigatory interview, or any other such meeting, if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such Union representative may be present during an investigatory interview for the purpose of clarifying and rebutting issues and otherwise protecting an employee's rights under the Collective Bargaining Agreement.

C. All employees upon receiving an official complaint or observing or having knowledge of a violation of rules, regulations, policies or procedures, shall immediately report to his/her Foreman as to who, what, why and when and where; The Foreman should then immediately or as soon as possible initially investigate the complaint to determine if it is more than likely the complaint is valid. If the complaint is likely to be valid, the Foreman shall submit a written report to the immediate Non-Union Management Personnel of said department that the AFSMCE employee is employed in.

The Parties agree that no AFSCME bargaining unit member shall conduct any part of a formal investigation on any other AFSCME bargaining unit member. No AFSCME bargaining unit member will be requested or required to recommend any punishment that could be imposed by Management personnel.

### Section 5. Removal of Discipline



A. If after a period of one year from the date of receiving an oral or written reprimand and employee has received no other discipline related to, or for an offense similar to the original reprimand, the discipline will be removed from the employee's record. The discipline shall not be used in any manner or forum adverse to the employee's interest.

B. If after a period of two years from the date of a suspension and, an employee has no other discipline related to, or for an offense similar to the original suspension, the suspension will be removed from the employee's record. The record of suspension shall not be used in any manner or forum adverse to the employee's interest.

#### Section 6. Discipline or Discharge Rules

Employees, other than probationary employees or temporary employees, who are disciplined or discharged for just cause shall have the rights provided in the Civil Service Rules of the City except that employees not covered by Civil Service shall have the rights provided under this Contract.

### ARTICLE 16

#### GENERAL

##### Section 1. General Provisions

A. A separate authorization for payroll deduction of P.E.O.P.L.E. contributions shall be executed by those employees who request that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, separately from any other remittance, to the Treasurer by the last pay period of the month in which such deductions are made.

B. The provisions of this Agreement shall be applied equally to employees in the bargaining union without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any activity in an official capacity on behalf of the Union, or for any other cause.

C. The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

D. The Employer agrees that during working hours, on the Employer's premises, AFSCME staff representatives shall be allowed to:

1. Post Union Notices
2. Investigate Grievances
3. Attend Grievance meetings
4. Attend negotiating meetings
5. Transmit communications, authorized by the Local Union or its offices, to the Employer or his representatives

Staff employees shall notify the supervisor in charge and not interfere with employees during their working time.

E. Pursuant to 40 ILCS 5/7-173.2, the City shall pick up the pension fund contributions required of each City employee (other than firemen and policemen under the provisions of 40 ILCS 5/7-173.

F. Vehicle maintenance shall be a separate department within the City.

G. Employees shall furnish either their cell number or an emergency contact number to the Director of Public Works or his designee or the Chief of Police or his designee and the City Clerk. The Employer shall not intentionally reveal any employee's telephone numbers to any non-City employee.

H. Vacancies

1. Permanent Vacancy

A permanent vacancy is created when the Employer covered herein determines to increase the work force and/or fill a vacant position(s).

2. Posting

Whenever a permanent vacancy occurs in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. Said notice shall include wage ranges, the hours of work, job description, and other requirements for such position. During this period, employees who wish to apply for vacancy, including employees on layoff, may do so.

### 3. Selection - Process for Transfers

If it is determined by the Director of Public works or his designee that an individual who has applied for a transfer is qualified for the transfer then said employee will have an interview with the Director of Public Works and/or the Chief of Police and said transfer will be approved within 10 working days of the request.

If either employer or employee within 30 days of the transfer determines the transfer is not working out for any reason the employee will be reassigned back to their original position or a similar position if their original position has already been filled.

If the employee is in a position that the employee has already taken the physical agility test for, then a transfer within public works will not require an additional physical agility test. Transfers from departments that did not initially take the physical agility test will be required to take said test as part of the requirements for transfer.

#### I. Americans With Disabilities Act

The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act (ADA) in order to be in compliance with the ADA.

#### J. CDL License

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.

#### K. Retirement Notice

Employees are required to give 120 days' notice of retirement.

#### **L. Educational Training**

Elected Union Officials and Stewards shall be allowed to attend AFSCME Educational Training during working hours. Employees will be paid their normal day's wages and shall not collect any overtime due to attendance of class. Local 2819 will provide, in a timely manner, any documents to verify the class, date and person attending to management for approval. The number of days allowed shall be for the entire local/calendar year is five (5) days.

#### **M. Clothing Allowance**

As of May 1, 2010, the Five hundred and fifty dollar (\$550.00) yearly clothing allowance was added to the employees' base pay and included in the hourly rate.

The Employer reserves the right to require specific uniforms, including style and color and shall provide patches and other identification to the employee without cost.

#### **N. Direct Deposit**

The salary of each employee and all other forms of monetary compensation shall be directly deposited to a bank or other financial institution as designated by the employee. The employee may designate up to five (5) banks or financial institutions, not including deferred compensation, by completing a direct deposit form. Said form shall be properly completed and submitted by the employee to the Human Resources department at City Hall. Said deposit of the compensation shall be completed by 8:30am on the Friday following the end of the pay period.

### **ARTICLE 17**

#### **EMPLOYEE DRUG TESTING**

See Appendix C attached to this agreement.

### **ARTICLE 18**

#### **WAGES, LONGEVITY, INSURANCE, WELLNESS INCENTIVE, STIPENDS EDUCATIONAL REIMBURSEMENT**

##### **Section 1. Wage Schedule and Wages**

See Appendix A attached to this agreement.

Any employee who is temporarily appointed to a foreman position shall be paid at the foreman's rate of compensation. This does apply for the overtime compensation as well.

Two (2) times the employee's regular hourly rate of pay shall be paid for any work done on Sundays for Public Works employees only.

## Section 2. Pay Period

The salaries and wages of employees shall be paid every 2 weeks, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday.

## Section 3. Shift Differentials

In addition to the established wage rates, the Employer shall pay an hourly premium of \$1.00 to employees for all hours worked from 6:00pm to 6:00am.

## Section 4. Longevity Increment

Employees shall be entitled to a longevity increment as follows, with May 1, 1968, being the base year.

A. \$350 per year of service to each member of the bargaining unit for each year of longevity with a cap of 25 years.

B. Commencing from the anniversary date of employment to the current fiscal year, if an employee has 18 months or more of service, it shall be counted as two years; if less than 18 months it shall be counted as one year for a person with a minimum of one year's service.

C. Once the original computation is made, each fiscal year thereafter shall be counted as an additional year of longevity.

D. Pursuant to Appendix A Wage Schedule, an additional Longevity stipend shall be paid to all AFSCME employees as follows: 2% of base at 5 years of service and an additional 2% of base at 10 years of service.

## Section 5. Temporary Assignment (for eight (8) hours or more)

An employee temporarily assigned by management to a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her proper permanent position classification rate. If the employee is temporarily assigned by management to a position classification having a higher pay grade than his/her permanent position classification for a minimum of eight (8) hours, the employee shall be paid as if he/she had received a promotion into such higher pay grade for the duration of such temporary assignment. This temporary assignment does not include or apply to an individual employee whose only additional responsibility is to supervise themselves.

Employees temporarily assigned to the positions of Foreman/Leads Coordinator shall receive Foreman's wages.

## Section 6. Insurance

### A. Life Insurance.

During the term of this Agreement, the City will provide each eligible employee with term life insurance coverage in the total amount of \$50,000. At age 65 or the date of retirement, whichever is later, then said life insurance benefit reduces to zero. Said terms and conditions of the applicable insurance policy or plan may be changed from time to time by the City. The City will pay the premium costs for such life insurance. If employee is terminated this benefit is terminated.

Any employee retired under the terms and conditions of the 2016-2019 Collective Bargaining Agreement will remain under the life insurance policy as provided for in the 2016-2019 AFSCME Collective Bargaining Agreement.

A former employee of the City who takes a new position with the City will receive the life insurance benefit as provided under their new employment and will not be entitled to two life insurance policies through the City.

### B. Medical Hospitalization and Dental Insurance.

The Employer shall maintain the health insurance benefit levels provided under the Health Insurance Program as defined in the Plan Document and Summary Plan Description for City of Ottawa Employee Benefit. Any and all benefits in both Plans shall be applicable when determining whether or not an employee or his/her dependents are covered for any illness or medical procedure.

Effective January 1, 2005, employees shall contribute twenty (20) percent of the premium or premium equivalent for each of the following categories:

1. Single coverage.
2. Single insured plus one.
3. Full family coverage.

The premium equivalent shall be based on the administration fees, the cost of any insurance stop loss insurance, and the average of the actual medical, drug, and prescription claims from the previous plan year. The insurance stop loss and third-party administrator fees are based on the actual renewal rates for the current plan year. In projecting the average claim costs of medical, dental, and drug claims for succeeding year, the third-party administrator shall determine and apply the most current medical, dental and drug trends as currently practiced. Premium equivalents shall be determined as soon as possible after the close of the plan year (August 31). The City shall provide

the Union with a complete analysis of the computation of the premium equivalents prior to December 1.

Above contributions shall be deducted bi-weekly in twenty-six equal installments.

There will be a \$200.00 individual and a \$400.00 family deductible.

Upon retirement with ten (10) years of service to the City of Ottawa and receiving an IMRF Pension regardless of age, employees may elect to remain covered by the above-mentioned policy by notifying the employer in writing and paying 20% of the premium charged; employer shall pay the remaining 80% of the premium. Upon the death of a retired employee covered by the above-mentioned policy his or her eligible dependents may elect to remain covered by notifying the employer in writing and paying 100% of the premium.

Provided, however, if an employee has elected to obtain employment elsewhere and group or individual health insurance that is substantially equivalent, in benefits and employee cost, is available as a benefit of such other employment, said retiree shall no longer be eligible to maintain or continue any City insurance coverage, and City coverage shall terminate. However, upon separation from employment elsewhere, and if the retiree is not eligible for continued health insurance coverage by virtue of being a retiree of said employer, the retiree may apply to the City of Ottawa and be re-instated under the City's health insurance coverage by paying the percentage provided hereinabove of the premium equivalent in affect at the time of retirement from the City. However, any employee who obtains employment with insurance elsewhere or obtains health insurance from another source, with or without ever having been covered, as a retiree by City health insurance, shall be deemed as continuing City health insurance. All retirees returning to the City health insurance coverage shall provide evidence of continuing health insurance coverage. Any spouse of a deceased employee or deceased retiree who elect to continue coverage shall pay one hundred percent (100%) of his/her insurance.

Notwithstanding any of the foregoing to the contrary, when a retired employee, who has elected to continue insurance coverage, becomes eligible to receive Medicare, the retired employee and eligible spouse, if any, shall be required to enroll in Medicare Parts A and B (part B being at employee or employee's spouses' expense) and the City sponsored Medicare supplement plan for medical and prescription coverage, which coverage in conjunction with Medicare shall be substantially the same as provided to active employees of the City and shall not result in a premium cost higher than that of the pre-Medicare retiree plan. At such time, the retired employee shall no longer be eligible for continued coverage under the City's self-insured health insurance plan or any successor plan and shall be removed therefrom.

Dental coverage shall remain under the City's self-insured dental plan or any successor plan, and the City shall pay 100% of the cost of said Medicare supplement plan and dental plan.

In no event shall a retired employee or eligible spouse who is enrolled in the Medicare prescription coverage be required to pay more than what the retiree or eligible spouse would have been required to, had the individual been allowed to continue the non-Medicare plan. However, the employee or eligible spouse will be required to pay the co-pays as provided for in the supplemental prescription coverage.

City employees under the City's Health Insurance Plan have access to the employee assistance program as an additional resource.

#### Section 7. Insurance Committee

The Employer and the Union agree to establish a joint insurance committee within 30 days of the signing of this Agreement to be composed of two (2) members, one (1) appointed by each party. The Committee shall meet on a regular basis in order to discuss problems concerning the insurance coverage provided pursuant to this Agreement, to evaluate other insurance programs and to make recommendations to the parties regarding insurance coverage.

#### Section 8. Wellness Screening Incentive

A City approved wellness screening will be provided to all employees on an annual calendar year basis.

A. Compensation for participation will be done in straight pay.

1. If employee is working when the wellness test is conducted, then they will receive eight (8) hours of straight regular pay.
2. If employee is not working when the wellness test is conducted, then they will receive twelve (12) hours of straight regular pay.

#### Section 9. Foreman

At the selection of the Public Works Director or his designee a minimum of four foreman (two foreman will be in Public Property and two foreman will be in Public Utilities) shall be selected and shall receive an additional 10% of the base pay.

The purpose of the foreman is to provide first line supervision while taking direction from and working closely with the Public Works Director or his designee. The purpose of his/her position is to assist in organizing the work of the Departments. Foreman will assist in delegating needed repairs, planning, and allocating resources as necessary. This may include resources from other Public Works Departments. This is a working position,



whereas the Foreman will be required to work alongside the crew by ensuring proper work and safety procedures are followed. Foreman shall oversee the purchase of supplies and equipment for daily operations, with prior approval of the Public Works Director or his designee.

Foreman shall not discipline any employees but will discuss any personnel issues with the Public Works Director.

At the discretion of the Public Works Director or his designee a temporary foreman shall be selected to fill a temporary foreman vacancy of four hours or more. When a temporary foreman is assigned, he will receive an additional 10% of his base wage during the period of assignment.

Any employee who is temporarily appointed to a foreman position shall be paid at the foreman's rate of compensation. This does apply for the overtime compensation as well.

#### Section 10. Office Coordinator

In addition to the base salary, employees shall be eligible to receive additional compensation of \$2,000.00 as an annual stipend for Office Coordinator. Eligibility for such stipend shall be based upon education, training, past work experience and the needs of the employer. The decision of the employer with respect to eligibility shall be final and not subject to the grievance procedures of this Agreement.

#### Section 11. Bonded Employees

Any public works employee that is required to be bonded as part of the City's bonding requirements will receive a twelve hundred (\$1,200) annual stipend.

#### Section 12.

A public works employee who is an American Welding Society certified welder will receive a six hundred (\$600) annual stipend.

#### Section 13. Educational Stipend

Any member of AFSCME Local 2819 who has attained or who attains an Associate Degree from an accredited school will be entitled to additional compensation in the amount of 2% of his/her base wage. Any member of AFSCME Local 2819 who has attained or who attains a Bachelor's Degree from an accredited school will be entitled to additional compensation in the amount of 4% of his/her base wage. Any member of AFSCME Local 2819 who has attained or who attains a Master's Degree from an accredited school will be entitled to additional compensation in the amount of 1% of his base wage. The total educational stipend available to an employee under this Section shall not exceed 5%.

#### Section 14. Educational Reimbursement

The Employer will reimburse all non-probationary employees for tuition, fees, books, transportation, and room and board upon successful completion of courses related to their field and for courses necessary to complete degrees in these areas; however, reimbursement for courses in general education areas, i.e., English, Science, ect. paid to the employee shall be paid back to the City should the employee not complete the degree. To be eligible for such reimbursement, the employee must: 1) obtain the advanced approval of the Director of Public Works before taking the course, which approval shall not be unreasonably withheld; 2) complete the course with a passing grade, "passing grade" means a grade of "C" or better for classes that provide a letter grade, "P" for classes that are pass/fail, and a certificate of completion for classes that do not give grades; and 3) provide such documentation as may be requested by the employer to verify tuition and fee costs, course completion and grade, ect. Such courses shall be limited to the continental United States and offered by an accredited college or university.

Notwithstanding the foregoing, no employee shall be eligible for tuition and/or fee reimbursement in excess of \$2,000 during any fiscal year.

### **ARTICLE 19**

#### **POLICE DEPARTMENT EMPLOYEES**

This Article will be for AFSCME Employees of the Ottawa Police Department due to the nature of the job duties and level of operations. These Articles follow the general contract agreement between AFSCME Local 2819 and the City of Ottawa. For other provisions of the contract not listed in this Article (known as Article 19) The AFSCME employees of the Ottawa Police Department will follow the language set forth in the general contract agreement between AFSCME Local 2819 and the City of Ottawa.

Members of the Ottawa Police Department AFCSME local will adhere to and follow the rules and regulations, as well as the policies set by the Ottawa Police Department including but not limited to the Policy on outside employment. Failure to comply with policies will be grounds for discipline which will follow the Civil Service Rules of the City.

#### Section 1. Hiring Process

The application and hiring procedures for the positions of Telecommunicator I, II and III; Records Clerk, Evidence Custodian/Parking Enforcement and LEADS Coordinator in the Ottawa Police Department shall be as follows:

A. Applications for the positions of Telecommunicator I, II and III; Records Clerk, Evidence Custodian/Parking Enforcement and LEADS Coordinator in the Ottawa Police

Department may apply at such times and upon such forms as shall be provided by the Civil Service Commission (the "Commission").

B. Applicants may, but are not required, to attend an orientation session which will be held between 5 and 10 days prior to written examination of applicants.

C. A written examination shall be administered by the Commission to applicants in accordance with the Commission's Rules.

D. An eligibility list shall be established in accordance with the Commission's Rules. The written test will be worth 50% of the total score of the final eligibility list.

E. The eligibility list shall be forwarded by the Commission to the designated Police Captain for a background investigation which will consist of fingerprints, employment/reference check and financial check.

F. The list of applicants who have satisfactorily passed the background checks will be turned over to the Ottawa Central Dispatch Interview Panel to be interviewed. The oral interview makes up 50% of the final hiring eligibility list. The interview panel will consist of members to be determined by the Chief of Police (for example, the Fire Chief, a police captain, and the EMS director of the EMS System).

G. Following the foregoing interview, successful applicants shall be required to attend a mandatory center observation of six (6) hours prior to final interview.

H. A final interview with the Chief of Police will be conducted with the remaining eligible candidates who have successfully completed all prior steps.

I. The Chief of Police will offer conditional employment for a vacant or new position as approved by the Ottawa City Council, conditional on the candidate successfully completing and passing a medical and psychological examination.

## Section 2. Residency

All Employees of the City of Ottawa Police Department shall reside within twenty (20) miles of the City limits of the City of Ottawa within fifteen (15) months of hire date or upon completion of his/her probationary period, whichever time period is longer.

## Section 3. Notice of Testing for all Civil Service Positions within AFSCME Council 31 Local 2819 Guidelines

Notice of time, place, general scope, merit criteria for any subjective component, of every examination shall be given by the Commission, by publication at least 2 weeks preceding the examination: in one or more newspapers published in the municipality a minimum of four (4) times, or if no newspaper is published therein, then in one or more newspapers with a general circulation within the municipality, or on the municipality's internet

website. Additional notice of the examination may be given as the Commission shall prescribe.

#### Section 4. Indemnification

The City shall indemnify, defend and hold the Union harmless against any claim, demand, suit or liability arising from this hiring procedure.

#### Section 5. Hours of Work

A. Work Week. Telecommunicators will work an 80 hour pay period.

The "work period" for members of the Police Department assigned to telecommunications, as defined in Section 7(k) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C.201 et seq.) shall consist of fourteen (14) consecutive days. "Work periods" shall consist of no less than eighty (80) hours. Overtime does not commence until normally scheduled hours are exceeded for each day or a total of eighty (80) hours are exceeded for the work period.

#### B. Work Schedule

The work schedule shall be posted and will show the regular work week and shift of the employee. An employee's work week and shift may be temporarily adjusted to cover vacant hours of a fellow employee caused by such things as vacation, compensation days, and sick days in excess of five-consecutive shifts off. Employees shall receive a five (5) day notice prior to the implementation of the newly negotiated schedule.

#### C. Work Shifts

The length of time in which the telecommunications employee normally would complete one day of work, six 12-hour shifts with one 8-hour shift in a two-week period.

Police Records Clerk and Evidence Custodian/Parking Enforcement will work a shift of five 8-hour days Monday through Friday unless a temporary change in shift is required and meets the shift change notification set forth by this agreement.

An annual shift bid will commence October 1 of each year. Work shifts will be selected by seniority. Beginning with the most senior employee, each telecommunicator will select from the established shifts available to them. Each telecommunicator will have seventy-two (72) hours to make his/her choice. New shift assignments shall begin January of the following year. Seniority guarantees only shift bidding as it pertains to Dayshift and Nightshift. Seniority will be considered when assigning an employee, a shift rotation request.

The work shift for a telecommunicator(s) designated by the Chief of Police or his designee as Lead Telecommunicator will be posted separately from the regular

telecommunicator shifts. These shifts may be from 1200 hour (noon) to 0000 hour (midnight), or the established shifts currently in place depending on the needs of the department as determined by the Chief of Police or his designee. The shift rotation that the lead telecommunicator will be on will be bid by seniority during the annual shift bid period listed above. The work shifts will be the same as above.

#### D. Holiday Pay

An employee who must work overtime on a holiday, during vacation, or on a personal day, will receive straight time compensation on an actual time worked basis (hour for hour). If this work involves call out, a minimum of two hours straight time compensation shall be paid.

As of May 1, 2010, paragraph one under Holiday Pay no longer applies. The employee gets time and one half pay when working the holiday, however a one-time sum of \$3000.00 has been added to AFSCME employees of the Ottawa Police Department base wage in lieu of the additional compensation of straight time when working or when the employee is scheduled off on that holiday.

#### E. Sick Leave

AFSCME Police Department employees will accumulate sick time in increments of hours per month equal to the shifts they work. All other provisions of the sick leave policy will be the same as provided in Article 9 of this agreement.

#### F. Vacation

Vacation must be taken in one day or ½ day increments, but vacation weeks (beginning on Monday and ending on Sunday) will have preference over vacation days or ½ days regardless of seniority with no less than two (2) weeks notice. Once week of vacation shall equal five vacation days.

#### G. Overtime

Hours worked in excess of 80 hours per pay period will be paid at time and one half.

Overtime will be paid to the AFSCME Police Department employee at two (2) times their hourly rate of pay only if they are working a Holiday or Sunday outside of their normally scheduled hours. This would not apply for posted compensatory time, early quits or Sunday and Holiday they are regularly assigned to work.

#### H. Shift Differentials

Employees will receive an additional \$1.00 per hour for each hour worked from 6:00 pm to 6:00 am.

If the City decides to change the existing schedules in continuous operation positions and method of compensation, it shall first consult with the affected employees and Union. However, the Chief of Police may change individual shift assignments to fill unmanned shifts due to employee vacations, holidays, comp days and sick leave days in excess of five consecutive workdays off. The chief shall give five days notice of the shift change to all affected parties except for vacation days taken in one to four-day increments allowed under Article XI, H above. To fill an unmanned shift caused by vacation days taken pursuant to Article XI, H, the Chief shall give at least 36 hours notice to affected parties.

#### I. No Pyramiding

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

### REST AND MEAL PERIODS

#### Section 1. Rest Periods

All employees' work schedules shall provide for a fifteen-minute rest period during each one-half shift. The rest period shall be scheduled as the middle of each one-half shift whenever this is feasible. Field or outside workers shall take such breaks when instructed by their supervisors

Rest periods are compensated in the yearly salary of the employee and there is no guarantee due to the nature of the work the rest periods will be taken without interruption or away from the designated work area of the employee.

#### Section 2. Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever feasible the lunch period shall be scheduled at the middle of each shift. Meal periods are compensated in the yearly salary of the employee and there is no guarantee due to the nature of the work the lunch period will be taken without interruption or away from the designated work area of the employee.

### HOLIDAYS

#### Section 1. Holidays Recognized and Observed

Definition of Holiday. Holiday is defined as the actual day and not the observed day.

The following days shall be recognized and observed as paid holidays:

New Year's Eve Day                      Labor Day

New Year's Day	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

In exchange for Good Friday being eliminated as a holiday each telecommunicator will receive one additional personal day. (Pursuant to Personal day policy above this additional personal day can be carried over and is cumulative.)

#### Section 2. Holiday Work (formerly Section 4)

If an employee works on any of the holidays listed above, he/she shall be paid one-and-one-half times the hourly rate.

#### Section 3. Holiday Hours for Overtime Purposes (formerly Section 5)

For the purposes of computing overtime pay, all holiday hours for which an employee is compensated shall be regarded as hours worked.

### SENIORITY

#### Section 1. Probationary Period

New appointees or new employees shall be on probation for a period of twelve (12) months from their date of hire. During an employee's probationary period, the employee is subject to discipline (including dismissal) at any time, with or without cause.

### SICK LEAVE

#### Section 2. Sick Leave Accumulation

All employees shall accumulate the equivalent of one shift of sick time per month beginning on the effective date of this agreement. In addition to the foregoing, current employees shall retain their existing sick leave bank. Sick leave accrual shall be unlimited.

#### Section 3. Failure to Use More Than Six (6) Shifts Sick Leave

Any employee covered by this Agreement who does not take more than 6 shifts of sick leave in a calendar year shall be entitled to 2 personal days the following year to be taken when the employee chooses. Any employee who does not take more than 3 shifts of sick leave in a calendar year shall be entitled to the 2 shifts indicated above and an additional 1 personal day the following year to be taken when the employee chooses. These

personal leave days will be cumulative. However, the entitlement shall not be effective until an employee has been employed for one (1) entire year.

## OVERTIME

### Section 1. Overtime

Time and one-half the employee's regular hourly rate of pay shall be paid for work under either of the following conditions:

- A. All work performed in excess of the employee's regularly scheduled shift
- B. All work performed in excess of (80) hours in any pay period
- C. The Employer shall distribute overtime as equally as possible among employees who regularly perform the working which overtime is needed within the position classification and shall be distributed according to seniority as much as practicable and appropriate under the circumstances. For the purpose of equalizing overtime distribution, an employee who is offered but declines overtime assignment shall be deemed to have worked such overtime offered.

A record of the overtime hours worked or offered shall be posted on the department bulletin board at least monthly.

Overtime worked will normally be assigned: first, to the full-time employees within the classification where the needs for such work occur; and second, full-time employees within their department.

From time to time an emergency or short notice overtime will arise in telecommunications when the normal overtime posting will not be practical. For these instances notification will be sent out for the shift vacancy. The overtime will be filled on a first response basis. In the event overtime has not been voluntarily filled then mandatory ordering will go into effect. Telecommunicators who are located when overtime has not been filled will be ordered in for the vacant duty shift regardless of any list postings for overtime.

Employees of the Police Department shall work additional hours when required at the discretion of the Chief of Police or his designee for the purpose of meeting an emergency situation that may arise.

## WAGES, LONGEVITY, INSURANCE

### Section 1. Stipends



A. Lead Telecommunicator: A Telecommunicator assigned by the Chief of Police or his designee will receive a 5% stipend in addition to his/her base salary for performing the duties assigned.

B. Telecommunications Supervisor: An employee assigned by the Chief of Police or his designee as Telecommunications Supervisor shall be eligible to receive an increase from 10% to 12.5% stipend on May 1, 2019, and increase from 12.5% to 15% on May 1, 2020 in addition to his/her base salary. Eligibility for this stipend shall be based on education, training and previous work experience.

C. Leads Coordinator: In addition to the base salary, an employee assigned by the Chief of Police or his designee as LEADS coordinator shall be eligible to receive an additional compensation of 6.5% of the employee's base wage. Eligibility for such stipend shall be based upon education, training, past work experience.

D. Police Office Coordinator: A Telecommunicator III assigned by the Police Chief or his or her designee as the Police Office Coordinator shall be eligible to receive additional compensation of \$2,000.00 as an annual stipend as provided for in Section 10 of Article XVIII in addition to his/her base salary for performing the duties assigned. The Police Office Coordinator's supervisors will be both the Police Administration and Telecommunication's Supervisor. The Police Office Coordinator must continue to follow all rules and regulation of Dispatch along with the rules and regulations of the Ottawa Police Department. The Police Office Coordinator must maintain the certifications to continue to operate at the Telecommunicator III level and will continue to be assigned hours in the Dispatch Center to maintain a proficient level.

E. Fire Office Coordinator: A Telecommunicator III assigned by the Fire Chief or his or her designee as the Fire Office Coordinator shall be eligible to receive additional compensation of \$2,000.00 as an annual stipend as provided for in Section 10 of Article XVIII in addition to his/her base salary for performing the duties assigned. The Fire Office Coordinator's supervisors will be both the Fire Administration and Telecommunication's Supervisor. The Fire Office Coordinator must follow all rules and regulations of the Fire Department as well as the Ottawa Police Department and Dispatch. The Fire Office Coordinator must maintain the certifications to continue to operate at the Telecommunicator III level and will continue to be assigned hours in the Dispatch Center to maintain a proficient level.

## **ARTICLE 20**

### **LABOR-MANAGEMENT COMMITTEE—STEWARDS**

#### **Section 1. Labor-Management Committee**

Within 60 days of the execution of this Agreement both the employer and the Union shall each appoint three (3) members to a Labor-Management committee and each shall notify the other in writing of the names of its members. Either party can change its members at any time by notifying the other party in writing of the change. Within 90 days after the

execution of this Agreement the Labor-Management Committee shall hold an organizational meeting to determine rules and procedures for holding meetings which shall meet at mutually agreeable times during working hours; and without loss of pay. The purpose of the Committee will be to adjust pending grievances to discuss procedures for avoiding future grievances, to consider and adjust issues of health and safety, and to discuss other issues, which would improve the relationship of the parties.

## **Section 2. Stewards**

There shall be four (4) stewards, one (1) each from the Public Property Department, Public Utilities Department, Police Department and one (1) to represent all other employees.

The Union steward processing a grievance may meet with the appropriate supervisors without loss of pay.

## **ARTICLE 21**

### **RESIDENCY**

Bargaining unit members must within 15 months of the date of initial appointment, establish and maintain residency within five miles of the City of Ottawa as a condition of continued employment, provided no more than 10 bargaining unit members or 30% of the entire bargaining unit, whichever is higher, may reside outside of the City of Ottawa corporate limits. All Employees of the City of Ottawa Police Department shall reside within twenty (20) miles of the City limits of the City of Ottawa within fifteen (15) months of hire date or upon completion of his/her probationary period, whichever time period is longer.

For purposes of enforcing this Article, the term "residency" shall mean a real and not an imaginary abode, occupied as a home or dwelling; it requires a physical presence and the intention to remain permanently.

In determining compliance with the requirements of this Article, all relevant factors, including but not limited to declarations of intent, other probable residences, residence of spouse and/or family, and degree of presence, shall be considered.

## **ARTICLE 22**

### **CONTRACTING OUT**

The City retains the absolute right to contract out work, including bargaining unit work. In the event the City decides to contract out bargaining unit work of a type that has not previously been contracted out, the City will, if practicable, give the Union written notice thereof at least 30 days prior to implementing the contracting out. The Union will have 15 days thereafter to provide the City with a written economically viable alternative to

the contracting out. The City will, in good faith, consider the Union's alternative before making a final determination on the contracting out.

## ARTICLE 23

### SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.


## ARTICLE 24


### TERMINATION

This Agreement shall be effective as of the 1<sup>st</sup> day of May 2022 and shall remain in full force and effect until the 30<sup>th</sup> day of April 2024. It shall automatically be renewed form year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party by written notice not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this Article.

IN WITNESS WHEREOF, the parties hereto have set this hands this 7<sup>th</sup> day of June 2022.

FOR THE UNION

  
Randy Dominic

  
Daniel F. Aussem, Mayor



Local 2819 President



Shelly L. Munks, City Clerk

## **Public Works Classifications**

### **Laborer.**

Entry level position also considered the Probationary level

Characteristics of the Job:

Under limited supervision, performs unskilled or semi-skilled work in the routine maintenance of streets; parks; public buildings. Exercises limited supervision over a small seasonal work crew. Perform other duties as assigned.

Examples of duties but not limited to:

Operate trucks for snow removal and material hauling.

Operate end loader.

Patch streets manually.

Shovel asphalt, rock, sand, concrete, dirt or snow.

Assist in pruning, shaping or removing all types of woody plants using chain saws and other forestry tools.

Perform semi-skilled building maintenance work as required.

Make routine repairs to equipment.

Complete records and reports as required.

Prior to moving to Laborer II the employee must show proficiency in handling City Equipment and departmental policies.

### **Laborer. Now includes the position of Janitor.**

With limited supervision this position provides janitorial services to all areas of the City's buildings and properties. The position receives work direction from the Public Works Director or his designee. This individual will be responsible for cleaning, disinfecting, removing trash in City buildings including interiors and exteriors.

Examples of duties but not limited to:

Cleaning and maintaining floors, including rugs and carpeting, sweeping, vacuuming, mopping and scrubbing.

Application of sealers, floor finishes and protectants

Waste and recycling collection and disposal

Dusting and wiping of horizontal and vertical surfaces

Changing light bulbs

Washing windows-interior and exterior

Filling of dispensers-paper products (toilet paper, paper towels)

Arrangement of furniture and equipment-tables, chairs, other items required for meetings or other events.

Maintenance of supplies

Maintains all closets and equipment in a neat, clean and orderly manner and condition.

High dusting with extension poles and wands from floor level

Submits work orders and service requests

Position will be hired off the general laborer's list under public property. This position will be paid as a Laborer. As a condition of the City retaining this position and the starting wage being set at Laborer, during the Janitor's employment the Janitor is not eligible for any stipends or additional pay during or after the probation period is completed. The entire time an employee is in this Janitor role they will remain at Laborer's pay. This Janitor's position is for a Monday-Friday shift only.

Public Property: Building Maintenance (This is just a definition of this position not the creation of this position as it already exists)

With supervision this position provides exterior and interior maintenance to City buildings. This position receives work direction from the Public Works Director or his designee. This individual will be responsible for interior and exterior maintenance to City buildings.

Examples of duties but not limited to:

Mowing

Trimming

Electrical HVAC

Plumbing

Minor Repairs

Custodial duties as assigned

This position will continue to be hired off the general laborer's list under public property. This position has been and will continue to be paid as a street and parks maintenance operated.

### **Laborer II.**

Non-Probationary level

Characteristics of the job:

Under limited supervision, operates motorized equipment and performs semi-skilled and manual work. Exercises limited supervision over a small seasonal work crew. Perform other duties as assigned.

Examples of duties but not limited to:

Operate backhoe, front-end loader, large mowing equipment, skid loader.

Plow snow with dump truck, salt roads and parking lots.

Perform a variety of semi-skilled grounds and building repairs, maintenance, and improvements.

Service and make routine repairs to equipment.

Maintain and improve turf by operating box blade, aerator, tiller and various types of seeders and spreaders.

May perform laborer duties also.

### **Laborer III.**

Characteristics of the Job:

Same as Laborer II: but must have CDL.

### **Laborer IV.**

Characteristics of the Job:

Same as Laborer III: but must have CDL with tanker endorsement to operate Vector.

### **Maintenance Operator I:**

Characteristics of the Job:

Same as Laborer II: but must have state pesticide sprayer/operator licenses through the Illinois Department of Agriculture, or an Arborist Certificate or playground safety inspector certification through the National Recreation and Park Association. Or an electrical license approved by the City of Ottawa or an HVAC certificate of competency through an accredited institution.

**Maintenance Operator II:**

Characteristics of the Job:

Same as Maintenance Operator I, but must have two of the five certificates specified under Maintenance Operator I.

**Maintenance Operator III:**

Characteristics of the Job:

Same as Maintenance Operator I, but must have three of the five certificates specified under Maintenance Operator I.

**Wastewater Operator 4:**

Characteristics of the Job:

Same as Laborer IV: but must have a level 4 certification from the IEPA.

**Wastewater Operator 3:**

Characteristics of the Job:

Same as Laborer IV: but must have a level 3 certification from the IEPA.

**Wastewater Operator 2:**

Characteristics of the Job:

Same as Laborer IV: but must have a level 2 certification from the IEPA.

**Wastewater Operator 1:**

Characteristics of the Job:

Same as Laborer IV: but must have a level 1 certification from the IEPA.

**Certifications as Operator 1-4 are exclusive to Wastewater Division.**

**Water Operator D:**

Characteristics of the Job:

Same as Laborer II: but must have a level D certification from the IEPA.

**Water Operator D1:**

Characteristics of the Job:

Same as Water Operator D with CDL with tanker endorsements.

**Water Operator C:**

Characteristics of the Job:

Same as Laborer II: but must have a level C certification from the IEPA.

**Water Operator C1:**

Characteristics of the Job:

Same as Water Operator C with CDL with tanker endorsements.

**Water Operator B:**

Characteristics of the Job:

Same as Laborer II: but must have a level B certification from the IEPA.

**Water Operator B1:**

Characteristics of the Job:

Same as Water Operator B with CDL with tanker endorsements.

**Water Operator A:**

Characteristics of the Job:

Same as Laborer II: but must have a level A certification from the IEPA.

**Water Operator A1:**

Characteristics of the Job:

Same as Water Operator A with CDL with tanker endorsements.

**Certifications as Operator A-D are exclusive for the Water Division**

**Mechanic I: Probationary Level**

Characteristics of the Job:

Perform basic vehicle maintenance; maintain mowers and other power equipment.  
Perform other repair work as skill provides.

**Mechanic II Non Probationary**

Characteristics of the Job:



Same as Mechanic I: ability to perform most maintenance and repair jobs required. Must have a certificate in Refrigerant Recovery and Recycling through an EPA registered program.

### **Mechanic III**

Characteristics of the Job:

Same as Mechanic II with at least 4 ASE Certification in auto repair. Have adequate welding skills. Knowledge and ability to repair all city owned equipment. (loader, vactor, backhoe, ect.)

### **Mechanic IV**

Characteristics of the Job:

Same as Mechanic III: Must be ASE Certified Master Automobile Technician and 3 years seniority.

## **Police Department Classifications**

### **Police Records Clerk**

Training Certifications required but not limited to the following, FOIA, NIMS, LEADS-Less than Full Access and Notary.

### **Evidence Custodian/Parking Enforcement**

Training certifications required but not limited to the following, NIMS, LEADS-less than full access, Management of Evidence and Recovered Property, Advanced techniques in Evidence and Property Management, Evidence Potential and Procedures, Managing Property and Evidence in Law Enforcement Agencies. (Approx. 65 hrs. every two years)

### **Police Telecommunicator I – New hire level - Probationary**

### **Police Telecommunicator II – non probationary meeting these training certifications**

Training Certifications required but not limited to the following, PowerPhone Total Response EMD, Full access LEADS, NIMS, CPR, Hazmat, IWIN identity, Notary-Appox. 62 hours of training. Employee must maintain all certifications to remain at this level. Failure to do so will result in discipline up to dismissal in accordance with the CIVIL SERVICE Rules for the City of Ottawa.

### **Police Telecommunicator III – non probationary meeting these certifications in addition to PTII**

Training time required for this step would be an additional 48 hours of classroom (online or in class) training. The classes and hours would be final approved by the Chief of Police or his designee. Employee must maintain all certifications to remain at this level. Failure to do so results in level reduction to next lower level.

#### **Stipend/Base Language Clarification**

As it is noted only employees from the division in which they work will be certified in the certifications that pertain to their jobs. There is no additional compensation since the “stipends” have now been built into the base wages.

The City recognizes that some current employees have cross training and stipends that they are being paid for currently. Therefore, to be fair those employees that have certifications outside of the division that they currently work for will continue to be paid for those stipends until their retirement or separation. Specifically, this language applies to only two remaining employees. Randy Lee regarding the wastewater stipend and Richard Drakley with two stipends in wastewater and two stipends in water.

## **Appendix A**

### **Wage Schedule**

**See Attached Excel Spreadsheet**

## **Appendix B**

### **Donated Sick Leave Form**

Accumulated sick time may be donated for the use and benefit of any full-time AFSCME employee and member of AFSCME Council 31, Local 2819 (the “Recipient”) when the employee will be absent from work due to serious illness, injury or other medical reason for a period greater than two (2) weeks.

Donation may not exceed five (5) sick days, and if they are not used by the Recipient, they shall revert back to the Donor’s accumulated sick leave.

The following form for said donation will need to be completed.

The undersigned full-time employee (“Donor”) pursuant to the provisions of Section 7A of Article 9 of the Collective Bargaining Agreement between the City of Ottawa and AFSCME Council 31, Local 819 does hereby donate the following sick time to the following co-employee, understanding that said donated days will be deducted from my accumulated sick leave bank:

\_\_\_\_\_  
Number of days donated

\_\_\_\_\_  
Name of Recipient

\_\_\_\_\_  
Signature of Donating Employee (Donor)

\_\_\_\_\_  
Printed Name of Donor

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

### **Appendix C**

#### **Employee Drug Testing**

##### **Purpose**

To implement a drug, testing procedure to help ensure a drug-free work force and work place.

##### **I. POLICY:**

It is the policy of the City of Ottawa and AFSCME to provide a drug free work environment. In order to maintain public trust and confidence and ensure a mentally and physically fit work force this Department will implement a drug testing program to detect prohibited drug or alcohol use.

##### **II. PROCEDURE:**

###### **A. PROHIBITED ACTIVITY:**

Employees, whether on or off duty, shall not:

1. Ingest or possess any controlled substance or any compound containing THC unless:

--its legal use and subsequent possession is prescribed by a licensed medical practitioner.

--possession, but not use, is done, so in the official performance of duty with the knowledge and approval of the Public Works Director or his designee or the Police Chief or his designee.

2. Ingest any medication requiring a prescription unless prescribed by a licensed medical practitioner.
3. Ingest any over-the-counter medication or any prescribed medication beyond the recommended or prescribed dosage.
4. Ingest or possess any alcoholic beverage while on duty unless done so in the official performance of duty with the knowledge and approval of Public Works Director or his designee or the Police Chief or his designee.

**B. GENERAL:**

1. Employees who are taking any medication prescribed by a licensed medical practitioner of which they have been informed has the potential to impair job performance shall advise their Public Works Director or his designee or the Police Chief or his designee supervisor. The medication, its duration of usage, and the potential impairment will be made known. Where appropriate, the employee's duty assignment may be altered, limited duty status invoked, or sick time imposed. This information will be kept confidential and made known only to the Director of Public Works or the Police Chief and necessary management supervisor(s).
2. Employees who have accidentally ingested or possessed or have been forced to ingest or possess any prohibited substance in this policy shall immediately report such to Public Works Director or his designee or the Police Chief or his designee.
3. Employees having any knowledge of another employee in violation of any provision in this policy shall immediately report the circumstances of this knowledge to Public Works Director or his designee or the Police Chief or his designee. Any employee who intentionally and falsely accuses another employee of violating this policy will be subject to appropriate discipline.
4. Discipline of employees for violation of this policy shall be in accordance with established procedure and punishment up to and including dismissal may be imposed.

**C. DRUG TESTING PROCESS:**

**1. RANDOM TESTING:**

This testing will be done on an unscheduled random basis. Testing to occur when an employee is on duty whenever possible. Selection will be random by placing names into a container and drawing one name blind. The City reserves the right to enlist a Third Party to select the names. During the process of selection, a union representative will be notified and allowed to be present if desired. The Director of Public Works or his designee or Police Chief or his designee may, at his option, waive random testing if he deems it necessary or desirable.

**2. TESTING FOR CAUSE:**

Any employee may be required to submit to immediate testing for cause. This testing will be unannounced and is not limited as to time or number. The Director of Public Works is required to provide to the tested employee the basis for cause. The term "cause" is to be liberally construed on behalf of management. Physical symptoms or characteristics of drug/alcohol usage, physical evidence, or information from known or anonymous sources may all be used to justify the finding of cause.

**3. Any City of Ottawa employee who is involved in an accident while on duty must immediately notify the Director of Public Works or his designee or the Police Chief or his designee of the accident. The employee will remain at the scene of the accident until the Department Administrator or his designee arrives or until the Department Administrator provides other instruction.**

The employee must submit to a post-accident drug and alcohol test under the following circumstances:

The accident involved a fatality.

The accident involved an injury requiring medical treatment.

The accident involved the completion of a police report or the likelihood of an insurance claim being filed.

The accident involved significant property damage over \$1500 (as determined by the Police Department).

Any motor vehicle accident at the discretion of the Department Administrator.

A post motor vehicle accident drug and alcohol test may be waived if none of the criteria listed above has been met or the test is waived by the Director of Public Works.

The drug and alcohol test will take place immediately following the completion of the report to law enforcement. The employee shall be transported by Public Works Director or his designee or the Police Chief or his designee to the testing site in a city-owned vehicle.

Employees are required to release the results of the drug and alcohol test to the City of Ottawa

#### **D. CONDUCT OF TEST**

In conducting the testing herein specified, the Employer shall:

A. A presumptive test will be conducted at the Ottawa Police Department by the Chief of Police or his designated agent who must be a member of administration. If the test is inconclusive or indicates a positive result, then further testing will be required subject to the paragraph B.

**\*\*If names are selected under the random testing methodology then move immediately to step B for conduct of the test.**

B. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is HHS certified laboratory;

C. Provide the employee tested with an opportunity to have additional sample tested by a clinical laboratory or hospital facility (HHS Certified) of the employees own choosing, at the employee's own expense.

D. Provide each employee tested with a copy of all information and reports received by the employer in connection with the testing and results.

E. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will expunge from the employee's personnel files;

F. Required that the laboratory or hospital facility report to the employer when a blood or urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing, or the results thereof be obtained inconsistent with the understanding expressed herein, the employer and Union shall not use such information in any manner or forum adverse to the employee's interest.

Drug testing will be initiated by the Chief of Police or the officer in command in the Chief's absence. Testing will occur while the employee is on duty except if there is an indication of drug abuse while off duty the employee may be ordered to report for duty immediately and subsequently ordered to submit to testing.

Once an employee is ordered to submit to testing the Public Works Director or his designee or the Police Chief or his designee will remain in continuous visual contact with the employee and the testing will be accomplished with all due haste.

Prior to testing a pre-test drug screening form will be completed by the tested employee. This form will indicate any drugs, substances, or medical conditions which might account for a positive drug test. This form will be signed by the employee and Public Works Director or his designee or the Police Chief or his designee and submitted to the Chief.

A urine, blood, and/or hair specimen (sample) will be taken from the employee under the supervision of a medical laboratory supervisor or physician. The assigned Public Works Director or his designee or the Police Chief or his designee or physician will remain in visual contact with the employee and witness the producing of the sample to ensure the sample is the employees not tampered with.

If needed, the employee will be given a reasonable amount of water to aid in urination. If necessary, the employee will be given extra time to produce a urine sample, however if a sample is not given within four (4) hours it will be considered a refusal to submit to this form of testing.

Collection, labeling, testing, storage, and chain of evidence of the sample will be managed by the facility and/or physician responsible for sample collection and any testing facility where the sample may be sent. The testing facility will be certified by the National Institute on Drug Abuse (NIDA).

Standard guidelines provide that a part of the sample submitted be kept in reserve. In the case of a positive test result, the employee may request a sample of this reserve to have it independently tested.

Employees tested will be informed of the results of the testing as soon as possible.

#### **E. TESTING METHODOLOGY**

Testing consists of a two-step procedure. The first is an initial screening test and the second a confirmation test. A positive result on the initial screening test will NOT be considered conclusive. The sample will undergo a second confirmatory test which is technologically different and more sensitive than the initial test. If both the initial and confirmatory tests are positive the test result is then considered conclusive. The level of concentrations of drugs to be considered a positive test result during either the



initial screening test or the confirmatory test, will be those levels which NIDA has adopted as their current standard at the time of the testing.

**F. REPORTING OF ABUSE**

Any employee prior to taking the preliminary drug test can voluntarily admit to violating the City of Ottawa's Drug Use Policy. Reporting the use is encouraged and shows the willingness to seek help in receiving treatment. Once the report is made the employee is placed on administrative leave and will be contacted the following business day by the department administrator for further instructions. Discipline at this point including termination will only result if the employee who has complied with reporting their abuse fails to comply and complete a rehabilitation program, an employee assistance program or fails subsequent requested drug testing.

**G. REHABILITATION**

Employees who find themselves experiencing drug or alcohol problems are encouraged to come forward as soon as possible and report this problem to the Director of Public Works. Admission of a problem in its early stages helps not only the City but the Employee. If an employee comes forward voluntarily and reports an abuse problem - (prior to any REQUEST for testing), the Director of Public Works may-consider this when contemplating any disciplinary action. The type, depth, and duration of abuse, the employees service record, the probability of successful rehabilitation, the integrity of the Department, along with any other pertinent matter should be considered by the Director of Public Works.



# APPENDIX A WAGE SCHEDULE (Annual Base Salaries)

2021-2022  
5 YEAR  
2%  
10 YEAR  
2%

5/1/22 to 4/30/23  
RAISE  
3%  
5 YEAR  
2%  
10 YEAR  
2%

5/1/23 to 4/30/24  
RAISE  
3%  
5 YEAR  
2%  
10 YEAR  
2%

## Annual base increase

### Public Utilities

	BASE	5 YEAR 2%	10 YEAR 2%	RAISE 3%	5 YEAR 2%	10 YEAR 2%
Water Operator D	\$53,412.82	\$54,481.08	\$55,570.70	\$55,015.21	\$56,115.51	\$57,237.82
Water Operator C	\$54,166.56	\$55,249.90	\$56,354.89	\$55,791.56	\$56,907.39	\$58,045.54
Water Operator B	\$54,918.00	\$56,016.36	\$57,136.69	\$56,565.54	\$57,696.85	\$58,850.79
Water Operator A	\$55,670.58	\$56,783.99	\$57,919.67	\$57,340.70	\$58,487.51	\$59,657.27
Water Operator D1	\$54,918.00	\$56,016.36	\$57,136.69	\$56,565.54	\$57,696.85	\$58,850.79
Water Operator C1	\$55,670.58	\$56,783.99	\$57,919.67	\$57,340.70	\$58,487.51	\$59,657.27
Water Operator B1	\$56,424.34	\$57,552.82	\$58,703.88	\$58,117.07	\$59,279.41	\$60,464.99
Water Operator A1	\$57,176.92	\$58,320.46	\$59,486.87	\$58,892.23	\$60,070.07	\$61,271.47
Wastewater Operator 4	\$54,918.00	\$56,016.36	\$57,136.69	\$56,565.54	\$57,696.85	\$58,850.79
Wastewater Operator 3	\$55,670.58	\$56,783.99	\$57,919.67	\$57,340.70	\$58,487.51	\$59,657.27
Wastewater Operator 2	\$56,424.34	\$57,552.82	\$58,703.88	\$58,117.07	\$59,279.41	\$60,464.99
Wastewater Operator 1	\$57,176.92	\$58,320.46	\$59,486.87	\$58,892.23	\$60,070.07	\$61,271.47
Billing Clerk	\$48,533.19	\$49,503.85	\$50,493.93	\$49,989.18	\$50,988.96	\$52,008.74
Cashier	\$46,022.63	\$46,943.09	\$47,881.95	\$47,403.31	\$48,351.38	\$49,318.41

### Public Property

Maintenance Operator I	\$54,166.56	\$55,249.90	\$56,354.89	\$55,791.56	\$56,907.39	\$58,045.54
Maintenance Operator II	\$54,918.00	\$56,016.36	\$57,136.69	\$56,565.54	\$57,696.85	\$58,850.79
Maintenance Operator III	\$55,671.74	\$56,785.18	\$57,920.88	\$57,341.89	\$58,488.73	\$59,658.51

### General / Public Division

Laborer	\$50,966.04	\$51,985.36	\$53,025.07	\$52,495.03	\$53,544.93	\$54,615.82
Laborer II	\$52,660.23	\$53,713.43	\$54,787.70	\$54,240.04	\$55,324.84	\$56,431.33
Laborer III	\$53,412.82	\$54,481.08	\$55,570.70	\$55,015.21	\$56,115.51	\$57,237.82
Laborer IV	\$54,166.56	\$55,249.90	\$56,354.89	\$55,791.56	\$56,907.39	\$58,045.54

### Police Department

Police Records Clerk	\$50,452.33	\$51,461.38	\$52,490.61	\$51,965.90	\$53,005.22	\$54,065.32
Evidence Custodian / TC III	\$55,054.83	\$56,155.93	\$57,279.05	\$56,706.48	\$57,840.61	\$58,997.42
Parking / TC III	\$55,054.83	\$56,155.93	\$57,279.05	\$56,706.48	\$57,840.61	\$58,997.42
Telecommunicator I	\$52,700.82	\$53,754.84	\$54,829.94	\$54,281.85	\$55,367.49	\$56,474.84
Telecommunicator II	\$53,548.50	\$54,619.47	\$55,711.86	\$55,154.95	\$56,258.05	\$57,383.21
Telecommunicator III	\$55,054.83	\$56,155.93	\$57,279.05	\$56,706.48	\$57,840.61	\$58,997.42
Records Clerk / Fire Dept.	\$46,869.15	\$47,806.53	\$48,762.66	\$48,275.22	\$49,240.73	\$50,225.54

### Vehicle Division

Mechanic I	\$54,544.60	\$55,635.50	\$56,748.21	\$56,180.94	\$57,304.56	\$58,450.65
Mechanic II	\$57,005.29	\$58,145.40	\$59,308.31	\$58,715.45	\$59,889.76	\$61,087.56
Mechanic III	\$58,512.79	\$59,683.04	\$60,876.70	\$60,268.17	\$61,473.54	\$62,703.01
Mechanic IV	\$60,016.81	\$61,217.14	\$62,441.49	\$61,817.31	\$63,053.66	\$64,314.73

\$57,866.37	\$59,023.70	\$60,204.17
\$60,476.92	\$61,686.46	\$62,920.18
\$62,076.22	\$63,317.74	\$64,584.10
\$63,671.83	\$64,945.27	\$66,244.17

\$57,465.31	\$58,614.61	\$59,786.91
\$58,262.51	\$59,427.76	\$60,616.31
\$59,062.15	\$60,243.39	\$61,448.26

\$54,069.88	\$55,151.27	\$56,254.30
\$55,867.24	\$56,984.58	\$58,124.27
\$56,665.66	\$57,798.98	\$58,954.96
\$57,465.31	\$58,614.61	\$59,786.91

\$53,524.88	\$54,595.38	\$55,687.28
\$58,407.67	\$59,575.82	\$60,767.34
\$58,407.67	\$59,575.82	\$60,767.34
\$55,910.30	\$57,028.51	\$58,169.08
\$56,809.60	\$57,945.79	\$59,104.71
\$58,407.67	\$59,575.82	\$60,767.34
\$49,723.48	\$50,717.95	\$51,732.31

