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 1,2016 to April 30,2019

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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 I 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:

<u>Water Division</u>: Water Operators A - D, Water Operators Al, Bl, Cl, DI, Foreman, Laborer I, Laborer II

<u>Wastewater Treatment Division:</u> Wastewater Operators! -4, Foreman, Laborer I, Laborer IV

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

<u>Vehicle Maintenance:</u> Mechanic I, Mechanic II, Mechanic IV, Foreman

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

<u>Parks Division:</u> Building Maintenance, Foreman, Parks Maintenance I, Parks Maintenance II and Parks Maintenance III, Laborer I, Laborer II

<u>Streets Division</u>: 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.

ARTICLE II CHECK-OFF

Section 1. Membership Dues Check-off

Upon receipt of written authorization by the employee, submitted on a form provided by the Union, the Employer shall deduct from each employee's paycheck such Union dues, voluntary benefit programs (and other voluntary deductions/programs) and Union assessments which have been certified by the Union in writing to the Employer, such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until remitted to the Union on a monthly basis, accompanied by a listing of the employee, his/her social security number, address and the specific deduction and amount for each.

Section 2. Fair Share Deduction

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union Members.

Section 3. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of the church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 4. Notice and

<u>Appeal</u>

The Union agrees to provide notices and appeal procedures to employees that are receiving fair share deductions in accordance with applicable law.

Section 5. 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 III HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be 8 consecutive hours except that they may be interrupted by a Y_z hour lunch period.

Section 2. Work Week

The workweek shall consist of five consecutive 8-hour days. Workweeks will consist of Monday-Friday or Tuesday-Saturday work weeks. If a public works division needs employees to work both Monday-Friday and Tuesday-Saturday, then all eligible employees within that division will be able to bid on either workweek. The final bid workweek shall be permanent for one year and will not be rotating.

If a public works division needs to have two different workweeks, the employer will post the two different shifts at the meeting place of that division. Employees within that division will bid on the workweek shifts in the following manner:

- 1. Bidding on work weeks shall be done by seniority within each division of public works that require different workweeks. (Water, Waste Water, Parks Streets).
- 2. Seniority for purposes of bidding shall be defined as length of service with the employer from the last date of hire within the current public works division. Ifyou transfer from one division to another, you start in that division with no seniority for the purpose of bidding.
- 3. Bidding on workweeks shall be done yearly and take place starting November 1st of that year. Each employee shall have 48 hours from posting or previous bid to complete their choice.
- 4. The newly bid shifts will begin January 1st of the following year or as changes allow due to pay period requirements, and run through December 31st of that year.
- 5. Probationary employees have no seniority and therefore are not allowed to shift bid. Once the employee is off probation they will be allowed to bid for shifts during the regular bidding process.

The Public Works Director or his designee will have the authority to temporarily reassign an employee, and thereby override the shift bid in cases of shortages due to resignations, dismissals, extended sick leave or to cover time off caused by discipline. The reassignment shall be temporary and reversed when the staffing shortage is rectified. Any temporary re-assignment will be voluntary. Ifno one volunteers it will be assigned by reverse seniority.

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.

ARTICLE IV 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 at 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 may be taken wherever the employee chooses. Employees shall not, however, take rest periods at home or at a private residence without first notifying and obtaining supervisory approval. Such approval shall not be unreasonably denied.

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.

ARTICLE V HOLIDAYS

Section 1. Holidays Recognized and Observed

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

New Year's Eve Day New Year's Day Lincoln's Birthday Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving 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 preceding 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 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 times 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/she shall be paid, in addition to holiday pay, two (2) times the hourly rate.

If an employee is scheduled to work (and does work) on 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 purpose 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 may take one (1) personal day off work with pay per calendar year, subject to advance written approval by the employee's non-bargaining unit supervisor. Unused personal days will be cumulative.

ARTICLE VI SENIORITY

Section 1. Probationary Period

New appointees or new employees shall be on probation for a period of six (6) months from their date of 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:

<u>'13.1 LAYOFFS</u> 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.'

<u>"13.2 METHODS OF REINSTATEMENT</u> 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 VII NO STRIKES - NO LOCKOUTS

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

ARTICLE VIII 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.

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:

- 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;
- Direct and supervise the work of its employees;
- Plan, direct and control all City activities and operations;
- Set the budget and determine the financial expenditures and disposition of all revenues;

- 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 XXII hereof;
- Hire, promote, demote, transfer and disqualify employees subject to any restrictions imposed by the Civil Service Act;
- Determine the amount and quality of work needed and to lay off employees for lack of work, or for other legitimate reasons;
- 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;
- Establish, maintain, and from time to time, modify or amend standards of attire, conduct and the like and rules and regulations relating thereto.

ARTICLE IX SICKLEAVE

Section 1. Purpose

Sick leave with pay is a privilege to be used for the employee's own personal illness or personal disability, not a vested right, and does not extend to caring for illor disabled family members or any other purpose.

Section 2. Sick Leave Accumulation

All employees shall accumulate eight (8) hours sick leave per month, beginning on the effective date of this agreement. Inaddition 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 his time as sick leave and the Commissioner of the department in which he works determines that he was not sick or injured to such an extent as he would not be able to carry out his 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 sick 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 board.

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 to 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 three hundred and sixty (360) hours pay. Compensation to be at the then straight hourly rate. Probationary employees are excluded from the sick leave buy back.

Section 7. Catastrophic Sick Leave

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

- **I.** 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 AFSCME 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.
- 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 considered to be 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 employer 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.

ARTICLE X LEAVES OF ABSENCE

Section 1. General

The City Council or department head 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

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 his department head 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 6th day is a Saturday or Sunday in which event he/she shall return to work the first work day after the said 6th day. A holiday as recognized and observed pursuant to Article V, Section 1 hereof shall be excluded from the computation of 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.

Section 3. Jurv Duty

- 1. 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.
- 2. 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.
- 3. 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 days work shift. Management would determine the excused hours.
- 4. 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 XI VACATIONS

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. (Employees must use vacation time, or lose it, during the calendar year.)

B.Five -Twelve Years

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

C.Twelve or More Years

All employees who have worked for the City of Ottawa as full-time employees in excess of twelve years shall be entitled to four weeks vacation with full pay, said time to be noncumulative. In addition to the above, employees shall receive one extra vacation day on their anniversary date for their 13th year, one additional day for their 15th year, one additional day for their 15th year, one additional day for their 19th year, and one additional day for their 21st year, a maximum of five 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.

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 requests for the calendar year submitted no later than March 31 will be granted on a seniority basis in the event of conflict. Vacation week requests submitted after March 31 will be granted on the first requested basis in the event of a conflict. The Department Head must approve all vacation requests in writing before they become effective. Vacation requests submitted on or before March 31^{'1} shall be responded to in writing on or before April 7th. Vacation weeks have a priority over all other time off.

Vacation day requests made no later than March 31 are granted on a seniority basis and will have priority over comp day requests. Vacation day requests made after March 31 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 XII CALL OUT TIME and ON CALL PAY

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.

On Call Pay:

- Any member of the Water Division who has been assigned the duty of carrying the phone for on-call purposes will be compensated at the rate of \$1.00 per hour for 24 hours each day on call through April 30th of 2018. May 1st of 2018 this will increase to \$1.50 an hour. The employee will also follow the call out procedure from the Memorandum of Understanding dated 8/16/07, between the City of Ottawa and AFSCME Local 2819.
- Any member of the Wastewater Division who has been assigned the duty of carrying the phone for on-call purposes will be compensated at the rate of \$1.00 per hour for 24 hours each day on call through April 30th of 2018. May 1st of 2018 this will increase to \$1.50 an hour. The employee will also follow the call out procedure from the Memorandum of Understanding dated 8/16/07, between the City of Ottawa and AFSCME Local 2819.

Employee shall receive two (2) times the hourly rate for being on call for any of the actual holidays listed in Article 5, Section 1.

Supervisor shall 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 XIII 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 workweek.
- 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. Inan emergency, employees from other departments may also be assigned such work.

D. Compensatory time off in lieu of overtime pay may be accumulated up to a maximum of 240 hours in any year (May 1 to May 1). An employee may carry

over a maximum of 120 hours of compensatory time to the following year. Including any such 'carry-over hours' an employee may only accumulate 240 hours of compensatory time in one year. All hours not carried over must be taken or paid in the year earned. Employees desiring time off in lieu of overtime pay will be accommodated when, and if, in the opinion of their supervisors, they may reasonably be excused from work.

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

- E. An employee who is temporarily appointed to a supervisory position shall be paid at the supervisor's rate of compensation; however, no employee temporarily acting as a supervisor shall be eligible for overtime compensation under this Agreement.
- F. Two (2) times the employee's regular hourly rate of pay shall be paid for any unscheduled work done on Sundays for Public Works employees only.

ARTICLE XIV 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 the 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 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 provisions 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 Sections 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 steps.

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 gnevance.

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 repealed the parties shall meet promptly to set up a procedure making all grievances arbitrable under the procedure set forth above.

ARTICLE XV 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 document. 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 furnish the employee and the Union in writing with a clear and concise statement of the reason therefor.
- 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.

Section 5 - Removal of Discipline

- a. If after a period of one year from the date of receiving an oral or written reprimand an 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.

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 XVI GENERAL

- 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 unit 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 this provision 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 employee 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:

Post Union Notices Investigate Grievances Attend Grievance meetings

Attend negotiating meetings

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 who have unlisted telephone numbers shall furnish that number to their i=ediate supervisor and the City Clerk. The Employer shall not intentionally reveal any employee's telephone number to any non-City employee.

H. VACANCIES

Section 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).

Section 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.

Section 3. Selection

All applicants from the list of employees who apply therefore pursuant to Section 2 above provided the employee has satisfactorily passed the current Civil Service Examination for said position or from the Civil Service list subject only to the following:

a. Transfer candidate will be interviewed by the commissioner of the division applied for, the Public Works Director/Supervisor and Foreman of said division. Final decisions will be made by commissioners (of the respective departments) and the Director of Public Works/Supervisor.

b. All appointments must conform to the Civil Service Rules and State Statute.

I. AMERICAN 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

The employer shall reimburse each employee for the cost of his or her driver's license and shall permit the use of a City vehicle for the purpose of taking a CDL

test. Inany classification that requires a CDL license and in the event the employee fails to pass the examination, he or she shall be reassigned to a position not requiring a CDL license as long as the employee in that position is willing to take and pass the CDL testing and is willing to move into that new position.

K. RETIREMENT NOTICE

Employees are required to give 120 days notice of retirement.

M. 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.

N. 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.

0. 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 8:30 a.m. on the Friday following the end of the pay period.

ARTICLE XVII EMPLOYEE DRUG TESTING

I. PURPOSE:

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

II. POLICY:

It is the policy of the City of Ottawa that the City demands a drug free work environment. In order to maintain public trust and confidence and ensure a mentally and physically fit work force the City will implement a drug testing program to detect prohibited drug or alcohol use. A. PROHIBITED ACTIVITY: Employees, whether on or off duty, shall not:

1. Ingest or possess any controlled substance or cannabis material 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 a supervisor.

2. Ingest any medication requiring a prescription unless prescribed by 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 a supervisor.

5. Be on duty or report for duty with a measurable alcohol content of .02 or more by breath or blood unless done so in the official performance of duty with the knowledge and approval of a supervisor.

6. Knowingly ingest any dangerous substance which would have a mind or mood altering effect unless as prescribed by a licensed medical practitioner.

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 supervisor. The medication, its duration of usage, and the potential impairment will be made known. Where appropriate, the Employer'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 Supervisor.

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 a Supervisor.

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 a supervisor. 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 not to exceed one time per year. The names of Employees from each shift and one administrative shift will be placed in individual groups. One name would be selected from each group and subject to testing. For testing to occur when an employee is on duty whenever possible, all groups may not be selected at the same time. However, no group may be subject to selection more than once per year. Selection will be random by placing group names into a container and drawing one name blind. During the process of selection a union representative will be notified and allowed to be present if desired. The Supervisor 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 inunediate testing for cause. This testing will be unannounced and is not limited as to time or number. The Supervisor 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.

Drug testing will be initiated by the Supervisor. 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 assigned Supervisor 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 Supervisor.

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 supervisor, physician, or supervising member of management will remain in visual contact with the Employee and witness the producing of the sample to ensure the sample is the Employee's and is 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.

D. 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 that 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.

E. 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 Supervisor. 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 Supervisor may consider this when contemplating any disciplinary action. The type, depth, and duration of abuse, the employee's service record, the probability of successful rehabilitation, the integrity of the City, along with any other pertinent matter should be considered by the Supervisor.

Employees who are required to undergo any drug or alcohol testing shall not drive to the testing site. Employees will be driven to and picked up from the testing site.

ARTICLE XVIII WAGES, LONGEVITY, INSURANCE

Section 1. Wage

Schedule See appendix A

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 6:00 p.m. to 6:00 a.m.

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; ifless 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.

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 high 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

During the term of this Agreement, the City will provide each eligible employee with term life insurance coverage in the total amount of \$10,000.00, which amount shall reduce to \$5,000.00 at age 70, subject to the terms and conditions of the applicable insurance policy or plan, the same may be changed from time to time by the City. The City will pay the premium costs for such life insurance.

The group medical, hospitalization and dental insurance in effect when this Agreement is ratified shall be continued during the term of this Agreement, provided, however, that the City retain the right to select and change insurance carriers or to self-insure, so long as the basic level of benefits remains substantially the same as those in existence on the date this Agreement is ratified. The deductible for each covered individual shall be two hundred dollars (\$200.00) armually for the term of this Agreement. Commencing January 1,2004, employees shall contribute twenty percent (20%) of the total premium or premium equivalent for said insurance.

All employees who retire and receive IMRF Pension during the term of this Agreement and who elect to continue coverage shall pay twenty-five (25%) percent of the total cost of his or her said insurance. Any spouse of a deceased employee or deceased retiree who elects to continue coverage shall pay one hundred (100%) percent of the total cost of said msurance.

Section 7. Insurance Committee

The Employer and the Union agree to establish ajoint 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 msurance coverage

Section 8. Stipends

Power Test Wellness Incentive

The Power test shall be given two times per year and any AFSCME employee who successfully completes the Power Test shall receive twelve (12) hours of straight compensatory time per test or the cash value of such. The Compensation whether it is straight cash value or paid in straight compensatory time will be at the sole discretion of the Administration of the Department the employee works in. Any employee who unsuccessfully completes the Power Test shall receive two (2) hours of compensatory time per test. Test will be administered with and when the members of the PBLC Union take their test.

Foreman

In addition to the base salary, foremen will receive an additional 6.5% of base wage annually. Foremen will no longer be temporarily assigned to the position of assistant

superintendent, but will assume those duties in the absence of the assistant superintendent.

The purpose of the Foreman is to provide first line supervision while taking direction from, and works closely with the Public Works Director. The purpose of this position is to organize the work of his division. The Foreman is responsible for completing documents which include but not limited to: payroll, voucher, overtime records, etc. and for effective completion of other numerous functions and duties from assigning and delegating work. Foremen will delegate needed repairs, planning and allocating resources as necessary. This may include resources from other divisions of Public Works. This is a working position, whereas the Foreman will be required to work alongside crew by ensuring proper work and safety procedures are followed. Foremen shall schedule any training that deems necessary to effectively operate his division with prior approval of the Public Works Director. Foremen shall oversee the purchases of supplies and equipment for daily operations, with prior approval of the Public Works Director. Foremen shall not discipline any employees, but will discuss any personnel issues with the Public Works Director.

Forman openings will be posted as needed. Applicants for the position of foreman will need to apply. Determination will be by 50% interview, 10% seniority, 10% education and 30% annual evaluations.

Inany absence of the Foreman for more than 2 days the candidate at the top of the Foreman list shall be temporarily appointed to that position. In the absence of both for more than 2 days the second on the list will be temporarily appointed to that position. The Public Works Director/Supervisor will fill any further absences.

Office Coordinator

In addition to the base salary, employees shall be eligible to receive additional compensation of \$2,000.00 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 fmal and not subject to the grievance procedures of this Agreement.

Section 9. 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 an 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 Masters 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 Masters 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%.

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, etc. 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 Department Head 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, etc. 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 XIX 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 XVII) 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.

HIRING PROCESS

1. 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. Applicants 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.

2. 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.

3. The Notice of Testing for all Civil Service Positions within AFSCME Council 31 Local 2819 will follow the following guidelines.

Notice of the 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.

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

HOURS OF WORK

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.

<u>Work Schedule:</u> The work schedule shall be posted and will show the regular work week and shift of the employee. An employee's workweek 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.

<u>Work Shifts:</u> 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 armual 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 armual shift bid period listed above. The work shifts will be the same as above.

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. Inaddition to this language the AFSCME employee's of the Ottawa Police Department will now follow the Holidays listed below in Article V.

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 sick leave policy will be the same as provided in Article IX of this agreement.

<u>V</u>acation: Vacation must be taken in one day or Yz day increments, but vacation Weeks (beginning on Monday and ending on Sunday) will have preference over vacation days or Yz days regardless of seniority with no less than two (2) week notice. One week of vacation shall equal five vacation days.

<u>Overtime:</u> Hours worked in excess of 80 hours per pay period will be paid at time and one half.

Shift Differentials: Employees will receive an additional \$1.00 per hour for each hour worked from 6:00 p.m. to 6:00 a.m.

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 work days 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 as 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.

No Pvramiding

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 at 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

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

New Year's Eve Day	New Year's Day	Labor Day
Veteran's Day	Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving	Memorial Day
Christmas Eve	Christmas	Independence Day

Section 4. Holiday Work

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 5. Holiday Hours for Overtime Purposes

For the purpose 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. Inaddition 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 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

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, <u>L</u>ONGEVITY, INSURANCE

Section 8. Stipends

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.

Telecommunications Supervisor: An employee assigned by the Chief of Police or his designee as Telecommunications Supervisor shall be eligible to receive a 10% stipend in

addition to his/her base salary. Eligibility for this stipend shall be based on education, training and previous work experience.

Power Test Wellness Incentive:

The Power test shall be given two times per year and any AFSCME Police Department employee who successfully completes the Power Test shall receive twelve (12) hours of straight compensatory time per test or the cash value of such. The Compensation whether it is straight cash value or paid in straight compensatory time will be at the sole discretion of the Administration of the Department the employee works in. Any employee who unsuccessfully completes the Power Test shall receive two (2) hours of compensatory time per test. Test will be administered with and when the members of the PBLC Union take their test.

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.

ARTICLE XX 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 five (5) stewards, ONE (1) EACH from the Streets Department, Treatment Plant and Water Department, Police Department and one (1) to represent all other employees. The names of employees selected as stewards shall be certified in writing to the Employer by the Union.

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

ARTICLE XXI 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 XXII 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 XXIII 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 XXIV TERMINATION

This Agreement shall be effective as of the 1st day of May 2016, and shall remain in full force and effect until the 30th day of April 2019. It shall automatically be renewed from 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 their hands this <u>J71</u>1; fu.y of *)tiLi\U*, 2016.

FOR THE UNION:

FOR THE EMPLOYER:

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uks

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.
Assist in other grounds and 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 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 equip, 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: Sarne 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 Vactor.

Streets & Parks Maintenance Operator I:

Characteristics of the Job:

Same as Laborer II: but must have state pesticide sprayer applicator/ 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.

Streets & Parks Maintenance Operator

<u>II:</u>Characteristics of the Job:

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

Streets & Parks Maintenance Operator III:

Characteristics of the Job:

Same as Parks Maintenance Operator I, but must have three of the five certificates specified under Streets & Parks 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 DI:

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 Cl:

Characteristics of the Job: Same as Water Operator C with COL with tanker endorsements.

Water Operator B:

Characteristics of the Job: Same as Laborer II: but must have a level B certification from the IBPA.

Water Operator Bl:

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 !EPA.

Water Operator Al:

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 : Probationary Level

Characteristics of the Job:

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

Mechanic ||: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 & Recycling through an EPA registered program.

Mechanic III

Characteristics of the Job:

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

<u>Mechanic IV</u>

Characteristics of the job:

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

POLICE DEPARTMENT CLASSIFICATIONS

<u>Police Records Clerk</u> – 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 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, HaZinat, IWIN identity, Notary – Approx. 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 in to the base wages.

The City recogn.izes 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.

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	5/1/15 to 4/30/16	5/1/16 to 4/30/17	5/1117 to 4/30/18	5/1/18 to 4/30/19
Annual base increase	\$.54/hour	2.110%	2.00%	2.00%
Water Division	I	r	r	
Laborer	\$43,951.00	\$44,830.02	\$45,726.62	\$46,641.15
Laborer II	\$45,412.00	\$46,320.24	\$47,246.64	\$48,191.57
Water Operator D	\$46,061.00	\$46,982.22	\$47,921.86	\$48,880.30
Water Operator C	\$46,711.00	\$47,645.22	\$48,598.12	\$49,570.08
Water Operator B	\$47,359.00	\$48,306.18	\$49,272.30	\$50,257.75
Water Operator A	\$48,008.00	\$48,968.16	\$49,947.52	\$50,946.47
Water Operator D1	\$47,359.00	\$48,306.18	\$49,272.30	\$50,257.75
Water Operator CI	\$48,008.00	\$48,968.16	\$49,947.52	\$50,946.47
Water Operator BI	\$48,658.00	\$49,631.16	\$50,623.78	\$51,636.26
Water Operator Al	\$49,307.00	\$50,293.14	\$51,299.00	\$52,324.98
I	·	I	I	,
Wastewater <u>Treatment D</u> ivisic				
Laborer	\$43,951.00	\$44,830.02	\$45,726.62	\$46,641.15
Laborer IV	\$46,711.00	\$47,645.22	\$48,598.12	\$49,570.08
Wastewater Operator 4	\$47,359.00	\$48,306.18	\$49,272.30	\$50,257.75

APPENDIX A WAGE SCHEDULE (Annual Base Salaries)

Wastewater Operator 1 \$49,307.00

Wastewater Operator 3

Wastewater Operator 2

Public Works Division (Streets and Parks)

Laborer	\$43,951.00	\$44,830.02	\$45,726.62	\$46,641.15
Laborer II	\$45,412.00	\$46,320.24	\$47,246.64	\$48,191.57
Laborer III	\$46,061.00	\$46,982.22	\$47,921.86	\$48,880.30
Laborer IV	\$46,711.00	\$47,645.22	\$48,598.12	\$49,570.08
Maintenance Operator I	\$46,711.00	\$47,645.22	\$48,598.12	\$49,570.08
Maintenance Operator II	\$47,359.00	\$48,306.18	\$49,272.30	\$50,257.75
Maintenance Operator III	\$48,009.00	\$48,969.18	\$49,948.56	\$50,947.53

\$48,968.16

\$49,631.16

\$50,293.14

\$49,947.52

\$50,623.78

\$51,299.00

\$50,946.47

\$51,636.26

\$52,324.98

\$48,008.00

\$48,658.00

Police Department

Police Records Clerk	\$43,508.00	\$44,378.16	\$45,265.72	\$46,171.03
Evidence Custodian /Parking	\$47,044.00	\$47,984.88	\$48,944.58	\$49,923.47
Telecommunicator I	\$45,447.00	\$46,355.94	\$47,283.06	\$48,228.72
Telecommunicator II	\$46,178.00	\$47,101.56	\$48,043.59	\$49,004.46
Telecommunicator III	\$47,477.00	\$48,426.54	\$49,395.07	\$50,382.97

Vehicle Division

Mechanic I	\$47,037.00	\$47,977.74	\$48,937.29	\$49,916.04
Mechanic II	\$49,159.00	\$50,142.18	\$51,145.02	\$52,167.92
Mechanic III	\$50,459.00	\$51,468.18	\$52,497.54	\$53,547.49
Mechanic IV	\$51,756.00	\$52,791.12	\$53,846.94	\$54,923.88

General Administration

Billing Clerk	\$41,853.00	\$42,690.06	\$43,543.86	\$44,414.74
Cashier	\$39,688.00	\$40,481.76	\$41,291.40	\$42,117.23
Records Clerk	\$40,418.00	\$41,226.36	\$42,050.89	\$42,891.91

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding to the 2016-2019 Collective Bargaining Agreement (CBA) between the City of Ottawa, Illinois, ("City") and AFSCME Council 31, Local 2819, ("Union").

Whereas, Article XVIII, Section 8, Foreman of the CBA provides for the determination when filling vacancies for Forman openings, and

Whereas, the Foreman sub-section of Section 8 Article XVIII provides Foreman list determinations will be 50% interview, 10% seniority, 10% education and 30% annual evaluations, and

Whereas, the City and Union wish to modify said Foreman sub-section as it relates to the Foreman list determination, and the City and Union believe it to be reasonable, necessary and appropriate to modify the Foreman list determinations, and

Whereas, the City, acting by and through its City Council, finds the provisions of this memorandum of understanding to be in the best interest of the City and its employees, and the public, health, safety, and welfare.

Wherefore, the City and Union agree as follows:

- 1. The third paragraph in the Foreman sub-section in Article XVIII, Section 8, is amended and modified as follows:
 - a. When establishing a Foreman list, determinations will be 60% interview, 20% seniority, and 20% education. The interview will be conducted by the Public Works Director and any appropriate Commissioner wishing to participate. Notwithstanding the foregoing, when a foreman opening occurs, preference may be given to a candidate with experience and knowledge within the

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding to the 2016-2019 Collective Bargaining Agreement (CBA) between the City of Ottawa, Illinois, ("City") and AFSCME Council 31, Local 2819, ("Union").

Whereas, Article IX, Section 1, of the CBA provides sick leave with pay for the employee's own personal illness or personal disability, and it does not extend to caring for ill or disabled family members, and

Whereas, since the execution of the CBA, Illinois passed the Employee Sick Leave Act allowing employees to use personal sick leave benefits for an illness or injury for qualified relative on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury, and

Whereas, the City and Union wish to modify the sick leave policy, and the City and Union believe it to be reasonable, necessary and appropriate to modify the sick leave policy, and

Whereas, the City, acting by and through its City Council, finds the provisions of this memorandum of understanding to be in the best interest of the City and its employees, and the public, health, safety, and welfare.

Wherefore, the City and Union agree as follows:

1. The Section 1 in Article IX, is amended and modified as follows:

Sick leave with pay is a benefit to be sued 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. However, an employee may use personal sick leave benefits provided by the City for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, fatherin-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 at the employee's then current rate of entitlement on an annual basis.

2. All other terms and conditions of the 2016-2019 Collective Bargaining Agreement,

except to the extent modified by this Memorandum of Understanding, shall be applicable.

3. In the event of any conflict between the provisions of this Memorandum of

Understanding and the provisions of the 2016-2019 Collective Bargaining Agreement, the

provisions of this Memorandum of Understanding shall prevail and control.

4. This Memorandum of Understanding will expire on April 30, 2019 unless re-

negotiated prior to the expiration.

CITY OF OTTAWA, ILLINOIS,

AFSCME COUNCIL 31, LOCAL 2819

Bv

Robert M. Eschbach

<u>Tresidient</u> <u>V.P.</u> By:

6/6/2018 Date:

Date: 06 - 0? - (1)

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particular division the Foreman will be assigned to, provided the candidate is on the current Civil Service Eligibility register for said division.

2. All other terms and conditions of the 2016-2019 Collective Bargaining Agreement, except to the extent modified by this Memorandum of Understanding, shall be applicable.

3. In the event of any conflict between the provisions of this Memorandum of Understanding and the provisions of the 2016-2019 Collective Bargaining Agreement, the provisions of this Memorandum of Understanding shall prevail and control.

4. This Memorandum of Understanding will expire on April 30, 2019 unless renegotiated prior to the expiration.

CITY OF OTTAWA, ILLINOIS,

AFSCME COUNCIL 31, LOCAL 2819

By:

Robert M. Eschbach

allon President Bv:

By:_____

5-15-2018 Date:

Date: 05-16-18

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