

AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO**

January 1, 2023 – December 31, 2026

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AGREEMENT

This Agreement is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO for and on behalf of EVANSTON CITY EMPLOYEES UNION (hereinafter called the "Union") Local 1891.

Article I – Recognition and Representation

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for permanent employees in the various departments of the City of Evanston in positions listed in Appendix A as "included", and excluding employees in positions listed in Appendix A as "excluded".

It is the objective of the City to utilize employees covered by this Agreement and to keep to a practicable minimum the utilization of employees not covered by this Agreement.

Section 1.2. Definition of work day for part-time employees. Where indicated throughout the contract (for example, section 8.7 Emergency Occurrence Leave and where otherwise not defined), a work "day" is defined as the part-time employee's average hours worked per day calculated as the employee's budgeted hours per week divided by five days. For example, the hours per "day" for a 20 hour per week employee would be 4 hours.

Article II – Deduction of Union Dues

Section 2.1. Checkoff. Upon receipt of a signed authorization form from an employee at the time of hire in the form set forth in Appendix C, the City shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, fees, and P.E.O.P.L.E. contributions. Authorized deductions shall be irrevocable except in accordance with the terms, and any applicable laws, under which an employee voluntarily authorized said deductions. The Union will notify the City Human Resources Division Manager in writing of the amount to be deducted, and the name and address of the President of the Union. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the President of the Union by the last day of the month in which the deduction is made. The City will provide the Union with the name and department of new and reinstated bargaining unit employees on a quarterly basis (i.e., on or about January 1, April 1, July 1, and October 1). Additionally, the Union will conduct union orientation for new employees as soon as practicable after employment begins. This new employee orientation should be no shorter than 60 minutes. Alternatively, the Union may choose to conduct new employee orientation in conjunction with new hire orientation conducted by the City. All such new employee orientations shall take place during employees' working hours with no loss of pay.

Section 2.2. Resumption of Employees on Dues Checkoff. Whenever employees take a leave of absence from the City and are dropped from dues deduction, upon their return to the job, they will automatically be reinstated on dues deduction.

Section 2.3. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Article III – No Discrimination

Neither the City nor the Union shall discriminate against any employee because of age, sex, marital status, race, color, creed, national origin, political affiliation, union activities, sexual preference or sexual orientation. Nothing herein shall prohibit the operation of a compulsory retirement plan by the City.

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Article IV – Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and its departments in all various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted by the employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Article V – Seniority Rights

Section 5.1. Definition. Seniority is defined as the employee’s length of continuous service since his last date of hire.

Section 5.2. Promotion, Transfer, Voluntary Reduction.

- a) The City shall provide to the designated Union representatives copies of all job announcements. The City shall make available for public and bargaining unit employee viewing all provisional eligible lists for positions within the bargaining unit, which shall include posting and expiration dates.
- b) When the City determines that a vacant bargaining unit position shall be filled, the job announcement will be posted for a period of at least 10 calendar days, as determined by the posting and closing dates on the Job Opportunity announcement. All employees are encouraged to make application for any position in which they are interested and for which they have the ability to perform.
- c) The City will give first consideration to employees who:
 - are on a current recall list or are subject to layoff, in accordance with Article XI, Layoff, Severance, and Recall;
 - have requested in writing a transfer for medical needs; or
 - are on a re-employment list as per Article VIII Leaves of Absence
- d) The City will then consider current bargaining unit employees who qualify for placement on a provisional eligible list who will be given preference in appointment over non-employee candidates, based on seniority, Affirmative Action, work experience, skills and abilities, education, and other considerations related to current or past job performance such as time and attendance, discipline, commendations, and work performance. Such decisions are subject to the grievance procedure contained in this agreement.
- e) Seniority shall be the controlling factor for current bargaining unit employees whose qualifications are within the same category (highly qualified or qualified).

Section 5.3. Vacation Selection. When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority, to the extent that such scheduling will not interfere with City operations. No employee will be mandated to choose more than a single day during vacation scheduling, subject to the above provisions.

Each department of the City will develop, distribute and maintain procedures regarding vacation selection for employees within the various divisions and departments; however, each such set of procedures will include at least the following:

- a) a period of vacation selection no later than December 1 of each calendar year for the following calendar year, which shall be at least 30 calendar days;
- b) department heads will clearly designate any periods during the calendar year during which vacations may be limited or may not be scheduled, due to operational needs;
- c) employees must submit vacation requests for the following calendar year during this period of vacation selection, in writing, in the form provided by the City;
- d) vacation requests will not be unreasonably denied; conflicts between requested vacation times will be resolved by seniority;
- e) the annual vacation schedule will be posted no later than January 15 of each calendar year on the departmental bulletin board, showing approved vacation periods of employees, and days/periods when vacations will not be approved, or may be limited.

Following the annual vacation selection period, each department will develop, distribute and maintain procedures regarding additional vacation selection requests that arise during the calendar year and/or changes in vacation selections; each department will provide for the following:

- f) requests for additional vacation time must be in writing, on the form provided by the City, and submitted no less than 48 hours in advance of the requested vacation time off;
- g) the City will not deny a previously-approved vacation period in order to accommodate a request that comes in after the annual vacation selection period, regardless of seniority;
- h) the City will not unreasonably deny vacation requests.

Section 5.4. Seniority Roster. The City shall maintain and keep a listing of all bargaining unit employees including date of hire, and date of appointment to most recent position, by department or division, and job classification. The initial listing shall be posted within 45 calendar days of the ratification of this Agreement, and maintained and kept current for viewing by authorized Union representatives. The City will post a seniority roster at work locations to consult for planned overtime.

Section 5.5. Transfer Rights. If a permanent employee hired to replace another employee on leave of absence is transferred to another position within the bargaining unit, upon return to work of the employee on leave of absence, the seniority of the transferred employee in the new classification shall be the date of original hire.

Section 5.6. Probationary Period.

- (a) **New Employees** - New employees shall be considered probationary employees for the first twelve months of employment and shall not have seniority. The City may extend the probationary period for up to an additional six months due to performance issues or for additional training. The Union shall be notified of the extension of the probationary period. In the event of an extension, the probationary employee shall be covered by this Agreement, including the grievance procedure, except that no grievance may be filed if the employee is terminated. Extension of the probationary period will be the exception, not the general rule.
- (b) **Promotional or Transferred Employees** - An employee who accepts a promotion or requests and receives a transfer shall be given twenty-one (21) calendar days to acquaint himself with the job and prove his ability to fill the same satisfactorily. If the employee, at the end of such trial period, is unable as determined by the Department Head, in conjunction with Human Resources, to perform the job to which he was promoted or transferred, he shall return to his former job without any loss of seniority.
- (c) **Pending Layoff and Recall** – An employee who applies for a position different from his own pursuant to Article 11.1 (d) or who is recalled to a position different from his own pursuant to Article 11.3 (a) shall serve a probationary period of six (6) months. If such employee does not pass probation, he will be considered laid off and be placed on the recall list. Such employees shall remain on the recall and reinstatement list in accordance with the expiration date applicable to the original effective date of the layoff. An employee who has accepted a vacant position in lieu of a layoff who does not pass probation shall be entitled to all rights in Article XI Layoff-Layoff, Recall, Severance.

Article VI – Grievance Procedure

Section 6.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City/Library with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or departmental work rules (where Personnel Rules and department work rules conflict or are silent, Personnel Rules will govern).

Section 6.2. Stewards. The Union shall select up to three (3) stewards to participate in the grievance procedure and attend grievance meetings set forth in this Article. The Union shall notify the City Manager/Library Director in writing of the names of all stewards, and any changes within 10 calendar days of their appointment by the Union.

Section 6.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

STEP 1: Verbal to Immediate Supervisor: The employee, with or without his steward, shall discuss the grievance with his immediate supervisor, but no adjustment reached without the steward may be inconsistent with this Agreement. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) calendar days of the discussion. If a grievance involves two or more employees, the steward may present the grievance with only one aggrieved employee present. For record-keeping purposes, any grievance settled at Step 1 shall be summarized in writing, including the adjustment agreed to, and copies submitted to the Union President, Executive Vice President, the department head and the City Manager/Library Director or his designee within 15 calendar days of the agreement.

STEP 2: Written Grievance to Division Chief (second line supervisor): If the grievance is not settled in Step 1, the Union shall, within five (5) calendar days following receipt of the supervisor's answer, file a written grievance with the Division Chief or second line supervisor, on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved, and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) calendar days of the

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submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) calendar days to resubmit the grievance to the Division Chief or second line supervisor.

When a complete written grievance is submitted by the Union, a meeting shall then be held between the Division chief or second line supervisor and the stewards at a mutually agreeable time, generally within ten (10) calendar days. If no settlement is reached at said meeting, the Division Chief or second line supervisor shall give a written answer to the Union President and Executive Vice President within ten (10) calendar days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President, the department head and the City Manager or his designee within 15 calendar days of the meeting.

STEP 3: Written Grievance to Department Head/Library Assistant Director: If the grievance is not settled in Step 2, the Union shall, within five (5) calendar following receipt of the Step 2 answer, file a written grievance with the Department Head, on a standardized form provided by the Union. The grievance filed at Step 2 along with the answer shall be filed with the Step 3 grievance. The Step 3 grievance shall contain the Union's position regarding the Step 2 answer. A meeting shall then be held between the Department Head and the stewards at a mutually agreeable time, generally within ten (10) calendar days. If no settlement is reached at said meeting, the Department Head/Library Assistant Director shall give a written answer to the Union President and Executive Vice President within fifteen (15) calendar days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President and the City Manager/ Library Director or their designee within 15 calendar days of the meeting.

STEP 4: Grievance Meeting with the City Manager/Executive Director of the Library: If the grievance is not settled in Step 3, the Union shall file a written grievance with the City Manager/Executive Director of the Library or their designee within ten (10) calendar days after receipt of the Step 3 answer. A meeting shall then be held between the City Manager/ Executive Director of the Library or their designee and the stewards at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the City Manager/Executive Director of the Library or their designee shall respond in writing within fifteen (15) calendar days following said meeting. If a settlement is reached, a written summary of the agreement will be submitted to the Union President and Executive Vice President for signature of agreement, signed by the City Manager/Executive Director of the Library or their designee, and copies distributed as appropriate.

STEP 5: Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the City Manager/Executive

Director of the Library within twenty-one (21) calendar days after receipt of the City's answer in Step 4.

The parties shall attempt to agree on an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. If neither party can agree on the first list, they may request a second list. Once the list has been submitted, the Union shall strike two (2) names, and the City shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules as may be directly relevant, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the City, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) calendar days after the close of the hearing. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the President of the Union and the grievant shall be released from duty if necessary to attend such hearing without loss of pay.

Section 6.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City/ Library, provided that the parties may agree to extend any time limits. If the City/Library fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

Section 6.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City/Library. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee's regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-

disciplinary meetings, the City/Library will give three (3) calendar days' notice to the Union President and Executive Vice President, except in extraordinary circumstances.

Section 6.6. Grievances Involving Discharge and Disciplinary Suspension of Seven Days or More. If the Union desires to file a grievance over an employee's discharge or suspension of seven (7) days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.8. 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.

Article VII – No Strikes – No Lockouts

Section 7.1. No Strikes – No Lockouts. The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of City operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.2. Picket Line. At no time and under no circumstances shall employees covered by this Agreement be assigned or otherwise compelled to cross picket lines to do work of striking employees or otherwise act as strike-breakers in the event of labor disputes with the City of Evanston or with any company, business or institution where such disputes may arise.

Article VIII – Leaves of Absence

Section 8.1. Union Leave.

- a) During the term of this Agreement, the City shall grant paid leaves of absence (one day's pay at straight-time for each day of paid leave) to employees selected by the Union to attend International Union conventions, Illinois State Federation of Labor conventions or educational conferences of the Union; provided, however, that the total number of days of paid leave shall not exceed fifteen (15) days per contract year for the bargaining unit. The Union must give the Human Resources Division Manager two weeks' advance written notice. Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted in writing by the Union to the Human Resources Division Manager and shall be answered, in writing, no later than five (5) days following the request.
- b) An employee who takes extended leave for full-time Union work shall hold re-employment rights for two years, to be re-employed in the first available vacancy that the employee is qualified to perform except that if the employee's absence from work is ninety (90) days or less, he shall have a right to immediate reinstatement to his former classification. An employee who returns from leave for full-time Union work shall, on re-employment, be credited with the full seniority the employee acquired prior to going on leave. These rights may be extended by mutual agreement between the City and the Union.
- c) A Union officer, member or Steward may be granted short periods of time off without pay for duly authorized Union business, if approved in advance by the Department Head or designee.

Section 8.2. Short-term Military Leave. Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted a leave of absence, with pay, for the period of such activity and shall suffer no loss of seniority rights. Employees will be entitled to receive two weeks' leave with pay annually when ordered to active military duty, and the pay rate of the employee during such leave will be the difference between his regular pay rate and the total compensation received for the training, less any allowance for travel, lodging or food. Employees ordered to attend such short-term military training or duties will present their orders to their supervisor within three (3) working days of receipt of such orders, and shall place their request for leave in writing. Upon return from short-term military leave, the employee will present proof of compensation received for such time and arrangements will be made with the Finance Department by

the employee's supervisor to either pay the employee or the City any money owed to either party.

Section 8.3. Active Military Service. An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service. The City will provide compensation during such leave equivalent to the difference between regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution. This provision does not apply to employees who reenlist after a regular period of duty. Employees ordered to active duty will present their orders to their supervisor as soon as possible, but no later than within three (3) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service leave will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee's designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to sixty (60) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave. Employees may be granted, upon request, a leave of absence, not to exceed one year, for educational purposes, without pay.

Section 8.5. Disability. When an employee returns to work from a work-related disability and is unable to perform the duties of his job classification, the employee will be placed in another classification by the City, trained to perform the duties of another classification where possible, or terminated and receive severance pay pursuant to Article XI of this Agreement.

Section 8.6. Family and Medical Leave. An employee may request leave under the Family and Medical Leave Act, as follows:

(a) General conditions:

- 1) A leave year for purposes of FMLA shall be the calendar year.
- 2) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of twelve (12) weeks of family and/or medical leave during each calendar year for the following reasons:

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- i. the birth of an employee's child and in order to care for the child;
 - ii. the placement of a child with an employee for adoption or foster care;
 - iii. to care for a spouse, child, or parent who has a serious health condition; or
 - iv. a serious health condition that renders the employee incapable of performing the functions of his job.
 - 3) The twelve (12) week limit referred to in this Section shall be either consecutive or intermittent as permitted by FMLA regulations.
 - 4) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
 - 5) The employee must provide medical certification to support the request for leave because of a serious health condition, a fitness for duty report to return to work, and may be required to provide a second or third opinion at the City's expense.
 - 6) While on FMLA leave, the employee's group health insurance coverage will be maintained, with the employee paying the regular employee contribution.
 - 7) During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not. Paid leave benefits do not accrue during periods of unpaid FMLA leave.
 - 8) Employees on FMLA leave must notify the City in writing at least ten (10) working days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.
 - 9) When an employee is approved to return to work following FMLA leave, he shall return to the position (classification and department) held immediately prior to the taking of the leave.
 - 10) If an employee is not able to return to work following the conclusion of the FMLA leave, his employment will be terminated, except as specified in the following types of leaves.
 - 11) If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the employee's behalf to maintain insurance coverage while on FMLA leave unless the reason the employee does not return to work is because of i) retirement under IMRF, ii) recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under FMLA, or iii) death.
 - 12) Definition of terms will be that as stated in the Family and Medical Leave Act.
- (b) FMLA leave for employee's own serious health condition: An employee who has a serious health condition must first use any or all of his accrued sick leave. If

an employee has used up all his accrued sick leave, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed twelve (12) weeks in a calendar year. The employee may choose to use accrued vacation, floating holiday and/or compensatory time during the twelve (12) weeks of FMLA leave. If an employee continues to have the same serious medical condition after exhausting his accrued sick leave and the twelve (12) weeks of FMLA, he will be placed on a leave of absence of up to nine calendar months. During the leave of absence, the employee may continue to use any accrued vacation, floating holiday and/or compensatory time until it is exhausted, but in no case shall an employee remain in pay status beyond the end of the leave of absence. Any accrued time remaining will be paid out to the employee at the completion of the leave of absence. If an employee becomes able to return to work during the leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the leave of absence, employment will be terminated.

- (c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (as defined herein and by the FMLA) with a serious health condition. Such FMLA leave will not exceed twelve (12) weeks in a calendar year; the employee may choose to use accrued sick, vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued sick, vacation, floating holiday or compensatory time for the full twelve (12) weeks, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or employment will be terminated.
- (d) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth may use accrued sick leave, vacation, floating holiday or compensatory time; the employee must specify in advance the amount of sick leave, vacation, floating holiday time or compensatory time to be used. If the employee chooses not to take any accrued leave time, and/or exhausts her designated accrued time, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed twelve (12) weeks in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (b) above shall apply.

Employees not giving birth who use FMLA leave following the birth of a child or placement of a child for adoption or foster care may request FMLA leave. Such FMLA leave will not exceed twelve (12) weeks in a calendar year; the employee may choose to use up to three (3) days of accrued sick leave as part of such leave, and accrued vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued vacation,

floating holiday or compensatory time for the full FMLA, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

Section 8.7. Emergency Occurrence Leave. An employee may request time off for an emergency occurrence without 48 hours of prior notification no more than three (3) times in a calendar year. Supervisors will be notified as soon as possible of the emergency situation but not less than 15 minutes prior to work absence. The employee may use accrued floating holiday, compensatory, sick, and/or vacation time to cover this time off.

Article IX – Wages and Benefits

Section 9.1. Wage Rates.

- a) Wage rates for the classifications covered by this Agreement from January 1, 2023 through December 31, 2026 are set forth in Appendix B, attached hereto and made a part hereof. The wage rates in Appendix B include salary increases (all steps) as follows: 11% added to the base rate of all bargaining unit employees beginning January 1, 2023; 3% added to the base of all bargaining unit employees beginning January 1, 2024; and 3% added to the base rate of all bargaining unit employees beginning January 1, 2025; and 3% added to the base rate of all bargaining unit employees beginning January 1, 2026. The parties further agree to a one-time lump sum payment in the amount of \$1250 to be paid to bargaining unit employees within thirty (30) days following ratification.
- b) Compensation paid to employees through Internal Revenue Code Section 125 plans, premium conversion plans, or flexible spending accounts shall be reported to the Illinois Municipal Retirement Fund (IMRF) as employee earnings, as permitted by IMRF.
- c) All employees regularly scheduled to work 1,000 hours or more per year shall participate in IMRF as required by law.

Section 9.2. Longevity Pay. Under the conditions listed below, employees covered by this Agreement are eligible to receive an additional 2% of base salary when they complete eight (8) years of service with the City, and a total of 3% of base salary when they complete fifteen (15) years of service, and a total of 6% of base salary when they complete twenty (20) years of service:

- An employee must have served the minimum number of years in a full-time or permanent part-time position, and the length of service shall have been continuous without interruption; and
- An employee reaching eligibility for longevity pay will receive a performance evaluation for longevity pay purposes immediately prior to the 8 or 15 year anniversary date.

Section 9.3A. Paid Holidays.

- (a) The City recognizes the following holidays; employees are eligible for paid holidays as described below. For employees working in the Library, see section 9.3D.

New Year's Day
Memorial Day
Labor Day

Dr. Martin Luther King Jr.'s Birthday
July 4th
Thanksgiving Day

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Friday after Thanksgiving
Juneteenth

Christmas Day
Five floating holidays (one is considered undeniable if taken within the week of your birthday)

Additional Paid Holiday Annually as provided in subsection (b)

- (b) The "Additional Paid Holiday Annually" provided for in subsection (a) shall be December 24, except where Christmas Day falls on Saturday, Sunday or Monday, in which event the "Additional Paid Holiday Annually" shall be a "Floating Holiday."
- (c) Eligible full-time employees shall receive one day's pay at their regular straight-time hourly rate of pay for each of the holidays listed in subsection (a). If a holiday falls on a full-time employee's regular day off, the employee may pre-designate to receive one day's pay at straight time OR will receive the equivalent of one day of compensatory time in lieu of holiday pay, to be taken by the employee within 30 calendar days of the holiday, or paid out at the end of the fiscal year, whichever comes first.
- (d) If a full-time employee is required to work on one of the holidays listed in subsection (a) he shall receive double time his regular straight-time hourly rate for all work performed on any such holiday, in addition to holiday pay, except as provided in subsection (e).
- (e) Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- (f) When employees work on holidays observed on Friday or Monday pursuant to Section 9.3 (e), the "actual" holiday shall be the day for holiday premium pay (double time) and the "observed" holiday shall be paid at time and one-half.
- (g) When an employee works on a holiday which is regularly observed on Monday (Dr. King's Birthday, Memorial Day, Labor Day), that Monday shall be considered as the day for holiday premium pay (double time) and the employee shall receive double time pay if the employee is qualified pursuant to Section 9.3.
- (h) In order to receive holiday pay for the holidays set forth in subsection (a), the employee must work or be in pay status on both the regularly scheduled day before and the regularly scheduled day after the holiday.

Section 9.3.B. Paid Holidays – Permanent Part-time Employees.

- (a) Permanent part-time employees will receive straight time holiday pay for hours they are normally scheduled to work on a designated holiday. Permanent part-time employees who are regularly scheduled to work on a Saturday holiday will receive holiday pay for Saturday hours rather than Friday hours, and for those scheduled to work on a Sunday holiday will receive holiday pay for Sunday hours rather than Monday hours.
- (b) Part-time employees who are required to work on one of the holidays shall receive double time payment for all hours worked on any such holiday, but no additional holiday pay.

Section 9.3.C. Floating Holidays.

- (a) Floating holidays shall be days requested by the employee at least 48 hours in advance, in writing, on the form provided by the City.
- (b) Floating holidays must be taken in the year of accrual by the last day of the 26th pay period.
- (c) In the employee's first year of employment, floating holidays are earned on a pro-rata basis throughout the year based on date of hire.
- d) Employees working a regularly scheduled 37.5 hour work week will be entitled to 7.5 hours per floating holiday earned. Employees working a regularly scheduled forty (40) hour work week will be entitled eight (8) hours per floating holiday earned. Total accruals in a given year may vary depending upon the Christmas Holiday.
- e) Part-time employees will receive pro-rata floating holidays, starting January 1, 2023, as follows: part-time employees who are regularly scheduled to work 28 hours/week or more earn floating holidays at 85% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn floating holidays at 60% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn floating holidays at 35% of the rate earned by full-time employees.

Section 9.3.D. Library Employees. Sections 9.3A, B and C above apply to Library employees except as detailed below. The City recognizes the following holidays for employees working in the Library:

New Year's Day
July 4th

Memorial Day
Labor Day

Thanksgiving Day Christmas Eve Day
Christmas Day Juneteenth
Five floating holidays (one is considered undeniable if taken within the week of your birthday)

(a) Library employees are eligible for an additional floating holiday in lieu of Dr. King's Birthday, and an additional floating holiday in lieu of the Friday after Thanksgiving. Those additional floating holiday hours will be added to the employee's accrual during the pay period in which the observed holiday occurs.

(b) For Library employees regularly scheduled to work on days the Library is closed which are not designated City holidays for employees working in the Library, the following will apply:

Bargaining unit employees in part-time positions who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays for employees working in the Library may make up those "lost" hours sixty (60) days before or after the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.

Bargaining unit employees in full-time positions, excluding maintenance staff, who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays for employees working in the Library may make up those "lost" hours within the same pay week as the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.

(c) Eligible full-time employees shall receive one day's pay at their regular straight time hourly rate of pay for each of the holidays listed in subsection (a). If a holiday falls on a full-time employee's regular day off, the employee may predesignate to receive one day's pay at straight time OR will receive the equivalent of one day of compensatory time in lieu of holiday pay, to be taken by the employee within 30 calendar days of the holiday, or paid out at the end of the fiscal year, whichever comes first.

(d) Part-Time employees will receive straight time holiday pay for hours they are normally scheduled to work on a designated holiday.

(e) If a full-time employee is required to work on one of the holidays listed in subsection (a) he shall receive double time his regular straight-time hourly rate for all work performed on any such holiday, in addition to holiday pay. Part-time employees who are required to work on one of the holidays shall receive double time payment for all hours worked on any such holiday, but no additional holiday pay.

(f) When an employee works on a holiday which is regularly observed on Monday (Memorial Day, Labor Day), that Monday shall be considered as the day for holiday premium pay (double time) and the employee shall receive double time pay pursuant to Section 9.3.

(g) In order to receive holiday pay for the holidays set forth in subsection (a), the employee must work or be in pay status on both the regularly scheduled day before and the regularly scheduled day after the holiday.

(h) If an employee's birthday holiday (which will be considered as an undeniable floating holiday) falls on February 29 (except in leap years) or on another day recognized as a holiday as set forth above (except floating holidays), the next calendar day shall be recognized as the employee's birthday holiday; Section 9.3 (e) will apply to employee's birthdays falling on a Saturday or Sunday. The employee must request use of the birthday holiday as a day off in advance, following the applicable work rules. The request will not be denied or canceled except in extreme emergencies.

(i) If the Library chooses to be open on a designated holiday recognized by the City for employees working in the Library, staff may volunteer to work for additional pay (per the CBA), but will not be required to work on such holiday.

(j) Section 9.3.C also applies to Library Employees with regards to Floating Holidays.

Section 9.4. Paid Vacation.

(a) Employees are eligible for paid vacation as described below:

<u>Months of Employment</u>	<u>Accrual Rate</u>
0 through 5 years (0-59 months)	Two weeks
6 through 13 years (60-155 months)	Three weeks
14 through 19 years (156-227 months)	Four weeks
20 through 21 years (228-251 months)	Four weeks and one day
22 years (252-263 months)	Four weeks and two days
23 years (264-275 months)	Four weeks and three days
24 years (276-287 months)	Four weeks and four days
25+ years (288+ months)	Five weeks

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- (b) Vacation is earned throughout the year on a payroll basis; an employee may not take vacation not yet earned. An employee may request, in writing to the department head, an advance of no more than five (5) unearned vacation days. Any employee with a negative balance of vacation accrual may not use any additional vacation until the amount of vacation leave used in advance is made up through normal accruals.
- (c) An employee may request a one-time payout of accrued but unused vacation time every two (2) years. Three (3) vacation days must remain in the accrual bank after the payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months earnings.
- (d) Part-time employees, beginning January 1, 2024 who are regularly scheduled to work 28 hours/week or more earn vacation at 85% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn vacation at 60% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn vacation at 35% of the rate earned by full-time employees.
- (e) Terminating employees will receive a payout of accrued but unused vacation time in their final paycheck, so long as they have completed 30 days or more of continuous service.
- (f) Employees have a maximum vacation accrual of two years' earned vacation.
- (g) Vacation time may not be used to lengthen employment or months of service. An employee's last day of work is the date of termination, and any unused vacation will be paid out in the final paycheck.
- (h) Employees will earn paid vacation from the date of appointment, but may not use such leave until they have completed six (6) months of service, unless authorized by the department head.
- (i) An employee who moves from one position to another in the City's service, other than sworn Police and Fire employees, and whose service is continuous, and who is transferred, promoted or demoted will be credited in his new position with his unused vacation accrual.
- (j) An employee who moves to or from the sworn ranks of the Police or Fire Departments will terminate their employment with the current department, receive vacation payout if applicable, and begin new accrual in the new department.

- (k) A permanent part-time employee who moves to a full-time position will earn vacation based on total years of service with the City. A full-time employee who moves to an eligible permanent part-time position will earn vacation based on total years of service with the City.
- (l) Vacation leave will continue to accrue during time lost from work as a result of an on-the-job illness or injury.
- (m) Vacation leave will not be accrued for any pay period in which the employee is not in pay status for at least one full week (e.g., an employee under suspension or on approved leave of absence).

Section 9.5. Sick Leave. Employees are eligible for paid sick leave under the following conditions:

- (a) Employees earn twelve sick days per year, on a pro-rata basis by pay period. Employees in their first year of employment earn 9 days of sick leave. Terminating employees will earn the pro rata equivalent of 12 days of paid sick leave per year for each pay period worked in the final year of employment.
- (b) Part-time employees who are regularly scheduled to work 28 hours/week or more earn sick leave at 85% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn sick leave at 60% of the rate earned by full-time employees; part-time employees who are regularly scheduled to work 10 hours/week or more, but less than 18.75 hours/week earn sick leave at 35% of the rate earned by full-time employees.
- (c) Earned sick leave may be used during the employee's first six months at the discretion of the department head.
- (d) No employee may take sick leave not yet earned or accrued.
- (e) Employees may accrue up to 275 days of sick leave.
- (f) Sick leave may be used for the employee's absence from work because of medical inability to come to work, not related to an on-the-job injury or illness.
- (g) Sick leave may be used for certain instances of on-the-job injuries where the employee is unable to work due to the on-the-job injury for a period of 14 consecutive calendar days or less, of no more than three days per occurrence, upon certification of the City doctor that the employee is unable to perform his

regular duties because of said injury, provided that the employee has at least three (3) days of accumulated sick leave at the time that the on-the-job injury occurs, and provided that, if the City doctor allows, the employee may be assigned light duty at the option of the City in lieu of permitting the employee to use sick leave.

- (h) Sick leave may be used for periods of Family Medical Leave, as defined in the Section titled "Family and Medical Leave" as defined on July 15, 2003. Pursuant to the Illinois Employee Sick Leave Act, sick leave may also be used 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.
- (i) If an employee is unable to come to work due to illness, he must inform his Department Head or supervisor, in accordance with departmental work rules, by the time so designated by those departmental work rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay and/or disciplinary action.
- (j) An employee who uses more than three (3) days of consecutive sick leave must submit to Human Resources or a member of management of employee's department, upon reporting for work the first day of return, a statement from a treating physician attesting to the employee's inability to work during that period claimed as sick leave. An employee who uses more than three (3) days of consecutive sick leave may not return to work without such physician's statement, or is subject to loss of pay and/or disciplinary action.
- (k) An employee who moves from one position to another in the City service and whose service is continuous or who is transferred, promoted, or demoted, will be credited in the new position with the unused sick leave accrued in the prior position, with the exception of transferring to or from the ranks of sworn personnel in the Police or Fire Departments. Such employees will terminate their employment with the department, and begin new sick leave accrual from the date of hire in the new department.
- (l) Sick leave will accrue during time lost from work as a result of an on-the-job injury or illness.
- (m) Sick leave will not be earned by an employee who is not in pay status for at least one full week of a pay period (e.g., an employee under suspension or on an approved leave of absence).
- (n) No employee may take accrued sick leave to extend date of termination. An employee's last day of work is the date of termination.

- (o) Departments will create departmental rules regarding the eligibility of employees to use scheduled, pre-approved sick leave for dental, optical or medical appointments for the employee or the employee's immediate family as defined by the Family Medical Leave Act or the employee's family as defined by the Illinois Employee Sick Leave Act. Such requests for sick time usage may be denied due to operational needs of specific departments and work locations, and if the absence interferes with City operations.
- (p) Full-time employees with 45 days or more of sick leave accrued as of January 1 of each calendar year shall be eligible to receive on or about January 31 of the following year payment for all sick leave days accrued during the year, but not used, in excess of 9 days, for a maximum of 3 days. For example, if an employee uses no days, he would be eligible to receive payment for 3 days; if 1 day is used, eligibility is 3 days; if 2 days are used, eligibility is for 3 days; if 3 days used, eligibility is for 2 days; if 4 days used, eligibility is for one day; if 5 days used, the employee is not eligible for any payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months' earnings. Such requests will be in accordance with current rules, regulations, and state laws governing the Illinois Municipal Retirement Fund.
- (q) Employees working three (3) or more scheduled continuous days on the third shift who will return after their regular days off to the first shift can use one (1) accrued sick day to recuperate without a doctor's note or co-pay receipt every twelve (12) months.
- (r) Whenever an employee with ten or more years of continuous service retires or resigns, the employee shall be paid 75% of all accumulated sick days over 20, to a maximum of 40 days. To receive a terminating sick leave payout, an employee must give three (3) weeks' notice of intent to resign or retire. The Human Resources Division Manager may waive this provision in special circumstances. An employee who qualifies for an immediate pension from IMRF may decline the sick leave payout and direct all accrued but unused sick leave to be transferred to IMRF for additional service credit, as allowed by IMRF.

Section 9.6. Bereavement Leave. Documentation of the death must be provided for any leave taken under this section. Any leave of absence for bereavement leave must be taken within thirty (30) calendar days of the death of a family member and the leave can be split into no more than two occurrences. A leave of absence with pay, which is not to exceed three (3) working days, will be granted to an employee for a death in his immediate family. If the funeral involves one-way travel of more than 500 miles requiring additional time away from work, a leave of absence with pay, which is not to exceed five (5) working days, will be granted. For any leave time that is non-

consecutive and is taken after the initial bereavement leave day, the employee must provide two (2) working days' notice with documentation. If additional time is needed for travel, the employee may use emergency vacation leave.

The immediate family shall be defined as follows:

Employee's: Spouse, parent, sibling, sibling's spouse, child(ren) and spouse, stepchild(ren) and spouse, grandparent.

Employee's Spouse's: Parent, sibling, sibling's spouse, grandparent.

"Mother" and "father" shall include persons other than the employee's actual parent if said person or persons reared the employee during a substantial period of his childhood. "Child" shall include persons other than the employee's actual child if the employee reared the child during a substantial period of the child's childhood.

Verification of the funeral and the employee's relationship to the deceased may be required.

Employees eligible for FMLA, who have not yet exhausted their available FMLA time, will be granted a leave of absence not to exceed 10 working days for the death of a child and a leave of absence not to exceed 6 workweeks for the death of a second child within a 12 month period. This leave must be completed within 60 days after the date employees receive notice of the death of the child. Any time off exceeding the paid leaves of absence in this Section will be unpaid.

Section 9.7. Jury Duty. When an employee is called for service as a juror on a day he is scheduled to work, he will receive pay for the shift at his regular straight-time hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service, including a copy of the jury notification.

Section 9.8. Call-Back Pay. Except as provided in the section dealing with employees on Standby, a full-time employee who is called back to work shall be guaranteed: (1) three hours' pay at the employee's regular straight-time hourly rate of pay; or (2) time and one-half the employee's regular straight-time hourly rate of pay (or holiday pay as defined in Section 9.3) for all hours actually worked, whichever is greater.

When a permanent part-time employee is required to work on a day or hours not normally scheduled, he shall be guaranteed a minimum of two hours' pay at the employee's regular straight-time hourly rate of pay, and will be paid straight-time for all hours actually worked. When a permanent part-time employee has the option of working on a day or hours not normally scheduled, he shall be paid straight-time for all hours actually worked.

Section 9.9. Overtime. For purposes of computing overtime, the work week shall be a seven consecutive day period beginning at 12:01 a.m. on Mondays or being in paid status. Full-time employees shall receive time and one-half their straight-time hourly rate for all work performed over forty (40) hours or thirty-seven and one-half (37.5) hours in one week (whichever is considered full-time by the department). Hours worked will include one workday of sick leave when the employee submits acceptable verification for the absence to the City.

For mandatory and otherwise approved and planned in advance work that exceeds the employee's normal work day, time and one-half will be paid. For mandatory and otherwise planned in advance work that is outside the employee's normal work day or work week, he shall be guaranteed a minimum of four hours' pay at the employee's regular straight-time hourly rate of pay or time and one-half the employee's regular straight-time hourly rate of pay for all hours actually worked, whichever is greater. The guaranteed minimum of four hours' pay shall not exceed two events in any one workday.

Permanent part-time employees shall receive time and one-half their straight time hourly rate for all work performed over 40 hours in one week.

Employees shall receive double time their regular straight time hourly rate for all work performed on their second day off in a 7-day work week period. Sunday shall be considered part of an employee's regularly scheduled workweek if scheduled to work Sunday as part of a weekend rotation and such hours are not in excess of the normal work week.

All overtime must be approved in advance by the departmental authorizing agent; employees are not authorized to work overtime of their own volition.

Overtime under this section shall not be pyramided.

Employees eligible for overtime compensation may request to receive compensatory time off at the rate of time and one-half in lieu of pay or double time in lieu of pay in instances when double time applies. Such compensatory time must be used within 90 days of accrual. No employee shall accrue more than 80 hours of compensatory time.

Compensatory time in lieu of overtime payment will be the exception rather than the rule. However, for approved accrued compensatory time, employees must request the use of compensatory time off in writing, at least 48 hours in advance, on the form provided by the City. Accrued compensatory time not taken within the fiscal year in which it is earned will be paid out to the employee on or about February 1 of the subsequent year.

Section 9.10. Standby Pay. Full-time employees who are assigned to perform standby duty shall receive standby pay as follows:

- \$25 per weekday (from end of regular shift until the beginning of the regular shift the next day Monday-Thursday) or \$100 per workweek
- \$60 per weekend day (Friday after end of regular shift, all day Saturday, all day Sunday) or \$180 per weekend
- \$280 per full week

Full-time employees who are assigned to perform standby duty on a holiday shall receive \$50 per holiday. In addition, full-time employees assigned to perform standby duty will receive:

- (a) time and one-half the employee's regular straight-time hourly rate for all hours worked on each call out or one hour's pay at time and one-half for each call-out, whichever is greater; OR
- (b) double time the employee's regular straight-time hourly rate for all hours worked on each call-out on Sunday or holiday as designated in Section 9.3 or one hour's pay at double time for each call-out on a Sunday or holiday, whichever is greater.

Employees called out under this section are not covered under Section 9.8 Call-Back Pay.

During that period of call-in, the employee shall respond by telephone within twenty (20) minutes of the page or call and notify the 911 Center if appropriate or if there is a change to the schedule on the on-call status.

Section 9.11. Shift Differential.

- (a) Full-time employees regularly scheduled to work on a second or third shift shall receive shift differential of five percent (5%) of the employee's base hourly rate for each hour worked.
- (b) Permanent part-time employees will not receive a shift differential.
- (c) For full-time employees in Departments and Divisions that have regularly scheduled late afternoon and evening service hours (Library, Parks/Forestry & Recreation, Health & Human Services) shift differential will be paid to those employees who are regularly scheduled to begin work at 1 p.m. or later.

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- (d) Full-time employees scheduled for 12-hour shifts for snow-related work (e.g., 8:00 a.m. to 8:00 p.m. or 9:00 p.m. to 9:00 a.m.) shall receive shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.
- (e) The City agrees to notify the Union of any permanent change in shift schedules.
- (f) Shift differential will be paid whenever a full-time employee is reassigned to the second or third shift for one or more working days. For example, if a full-time employee is normally scheduled to work a day shift and is assigned the second shift for one day, the employee will receive shift differential for that one day. The second and third shift is defined as a shift which begins more than four hours after the regular starting time for that shift (e.g., a regular starting time is 7 a.m.; the second shift would be a starting time of later than 11 a.m.). The third shift is defined as a shift which begins more than 8 hours after the regular starting time (e.g., a regular starting time is 7 a.m.; the third shift would be a starting time of later than 3 p.m.).
- (g) Where for periods of one working day or more due to seasonal or other changes in operations, the City changes an employee's start time, the employee shall receive a shift differential of five percent (5%) for all hours worked outside of the employee's normal start time. If the City changes an employee's days worked, the employee shall receive a shift differential of five percent (5%) for all days worked outside of the employee's normal work day schedule.
- (h) Full time employees shall receive a shift differential for work performed for more than twelve (12) hours in a twenty-four (24) hour period.

Section 9.12. Uniforms. The City will provide all uniforms which the City determines are required of employees in performance of their duties. The City will determine appropriate uniform items to be worn and will replace required uniform items through selected vendors due to annual allotment, wear or damage. Effective January 1, 2023, each full-time employee, excluding Fleet Services, will be allowed a total of \$400 per year which must be used in that year. All new full-time employees will be given a "new employee uniform issue" purchased by the employee's supervisor which will be deducted from a "first-year" amount of \$600. Fleet Services employees and permanent part-time employees will be allowed a total of \$300 annually. There will be no carryover of unused dollars from year to year. Replacement will not be made for uniform items lost or damaged through employee negligence.

Section 9.13. Safety Shoes. For employees in positions for which the City requires the wearing of OSHA-compliant safety shoes, the City will provide a payment each year of the contract, on or about May 1, for the employee's purchase of approved OSHA-compliant safety shoes as follows:

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Any other departments/divisions:	\$230
Facilities Management:	\$300
Public Works, Fleet Services:	\$350

Employees receiving a shoe allowance will be subject to random safety shoe inspections. Employees who do not successfully pass a safety shoe inspection must replace their safety shoes within five (5) calendar days of the failed inspection or be subject to disciplinary action.

All employees receiving a shoe allowance will be required to show an OSHA certified tag from the current calendar year as proof by August 1 each year. The City will recoup the shoe allowance for failure to provide proof of OSHA certification by August 1.

Section 9.14. Fitness and Wellness Incentive. Employees may voluntarily participate in a physical fitness examination administered by the Evanston Police Department on an annual basis. If the employee passes the exam, he will be paid a lump sum of \$500 as an incentive to maintain physical fitness. The fitness incentive will be paid by the end of the last pay period of the year.

Section 9.15. Licensure. The City will pay for employees to maintain and renew any licenses or certifications which are required for their positions. Employees who voluntarily choose to maintain or renew licenses or certifications which are not required for their positions will not be entitled to payment or reimbursement.

Article X. Group Insurance

Section 10.1. Group Life Insurance. The City shall offer a term life insurance program to full-time employees. The amount of the life insurance shall be the employee’s annual salary, rounded up to the nearest \$1,000. The City and the employee shall share the premium on a 50%/50% basis. Employees are not required to participate in this program.

Section 10.2. Group Medical Insurance. The City currently maintains medical insurance plans for full-time employees through Blue Cross/Blue Shield: PPO and HMO. Employees eligible for insurance coverage as required by federal or State law may elect one of these plans. Any switch by an employee from one plan to another shall be subject to reasonable administrative rules which may be revised from time to time. In the event the City determines that one or more of the plans will no longer exist, employees are guaranteed the right to switch to a substitute plan on a non-medical basis.

If the City exercises the right to change insurance carriers, benefit levels shall remain substantially the same. Prior to implementing change in any benefit levels the City shall notify the Union Staff Representative and the Union President and schedule a time to meet and confer over the changes.

Former bargaining unit employees who retire and are eligible for an immediate pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution.

Section 10.3. Employee Medical Contributions.

(a) Effective January 1, 2019, the Union and City agree to contribution percentage rates to cover the cost of funding premiums in accordance with the Table below:

Tier	Percent Employee Contribution	Percent Employer Contribution
Employee	10%	90%
Employee +1 or 2 children	8%	92%
Employee+Spouse	9%	91%
Family	10%	90%

(b) Effective January 1, 2021, the Union and City agree to contribution percentage rates to cover the cost of funding premiums in accordance with the Table below:

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HMO Tier	Percent Employee Contribution	Percent Employer Contribution
Employee	12%	88%
Employee + 1	10%	90%
Family	12%	88%

PPO Tier	Percent Employee Contribution	Percent Employer Contribution
Employee	15%	85%
Employee + 1	13%	87%
Family	15%	85%

(c) Effective January 1, 2019, based on the percentage rates in subsections (a) and (b), employee monthly contributions for the cost of medical insurance may not increase by more than 10%. Rates provided below are the 2019 dollar rates being assessed on City employees currently enrolled in this plan.

Employee contributions made via payroll deduction are separate and apart from any co-payments required at the point of service by the insurance provider (including but not limited to office visits, prescriptions, emergency room visits, deductibles, out of network costs, etc.).

2019 ILLUSTRATIVE RATES—for those employees currently enrolled in the plan:

TIER	HMO-BA	HMO-IL	PPO OPTION 1	PPO OPTION 2
Employee	\$56.40	\$63.38	\$73.38	\$64.30
Employee + Spouse/DP	\$136.54	\$153.44	\$181.62	\$159.14
Employee + 1 or 2 children	\$121.36	\$136.38	\$161.44	\$141.46
Family	\$151.70	\$170.48	\$201.80	\$176.82

(d) The contribution amounts shown in Subsection (c) above may increase or decrease from one year of the contract to the next in accordance with the percentage of increase or decrease of the funding premium as set on October 1 of each year; however, the increase of the employee's contribution will be capped at 10% of the previous year's contribution.

(e) Due to caps on the increase of employee contributions, the percentage of funding premiums agreed upon in Subsections (a) and (b) may be temporarily altered. In such instances and in subsequent years, employee contributions shall increase to “catch up” to agreed upon ratios, but, as per subsection (d), the 10% cap on employee contributions from year to year still applies.

Section 10.3.1. Medical Plans.

Effective January 1, 2019 and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

	PPO1	PPO2	HMO IL & BA
Deductible (sing/fam)	\$500/\$1500	\$1000/\$2000	n/a
Coinsurance (in/out net)	90%/70%	80%/0%	n/a
Office Visit Copay	\$30	\$30	\$30
ER Copay	\$150	\$150	\$150
Prescription Drug co-pay(30 day)	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40
Prescription Drug co-pay (90 days)	\$20/\$50/\$80	\$20/\$50/\$80	\$20/\$50/\$80

Section 10.4. Benefits While on Leave. When a full-time employee is on an approved leave of absence due to medical leave, or on an extended absence due to an on-the-job injury, the City shall continue to provide the group health and life insurance coverage the employee held when going on leave or when injured, so long as the employee contributes the amounts set forth in Section 10.1 and Section 10.3.

Section 10.5. Dental Insurance. The City will make available dental insurance to full-time employees; employees are responsible for paying 100% of the cost, and maintaining participation in accordance with the rules of the provider.

Section 10.6. Disenrollment Incentive. Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of \$2,500 per year.

Article XI – Layoff, Recall, Severance

Section 11.1. Layoff Provisions.

- (a) In the event of layoff of bargaining unit employees, the City will designate affected employees as those in the affected job classification in the affected Department or Division, with the least seniority based on the last date of hire.
- (b) The City will give the Union sufficient advance notice and an opportunity for full discussion prior to the effective date of any layoff.
- (c) Prior to the layoff of any permanent bargaining unit employee, probationary and temporary employees in bargaining unit positions affected by the layoff as described in subsection (a) will be laid off or terminated, as the case may be. The term probationary, in this Section (c), refers to employees serving new hire probationary periods only.
- (d) The City will attempt to place affected employees in vacant positions for which they are qualified, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview to determine if an employee is qualified to perform the work, or may be able to perform the work with training. If the City, in the exercise of the rights set forth in this Section, offers an affected employee another position within the City instead of laying off the employee, the employee will have the right to accept or reject the offer.
 - (i) If the bargaining unit employee rejects the offer(s), he shall be considered to have taken voluntary layoff, but shall be eligible for severance pay.
 - (ii) If a full-time employee accepts a lesser-paying position in accordance with the provisions of (d) above, the employee shall have reinstatement rights for two years to the employee's former position.
- (e) If the City is unable to offer all affected employees alternative positions in accordance with the above provisions, the affected employee with the least seniority among the group of affected employees shall be laid off. However, a more senior employee who has rejected an offer(s) shall not be able to displace a less senior employee who accepted an offer.

Section 11.2. Employee Displacement Rights.

For purposes of layoff only, job classifications as defined in Appendix A of this Agreement are expanded to include Administrative Layoff Categories and Job Families, if applicable, as referenced in Section 11.1.5. Employees may displace a less senior employee in their own job classification or within the Job Families of the Administrative

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Layoff Categories listed in this Section. Job titles not appearing in Job Families are stand-alone titles and not subject to displacement rights.

A full-time employee who would be subject to layoff shall be permitted to displace a less senior bargaining unit employee in his own job classification or in an equal or lower ranked classification in his respective Job Family within the Administrative Layoff Category. Displacement may only occur if he meets the minimum qualifications of the position or is able to perform the duties in said equal or lower classification with training within a thirty (30) calendar day acclimation period from the start date in the new position. If the employee does not meet the minimum qualifications or is not able to perform the duties of said equal or lower job classification with training after the acclimation period, then the employee will be laid off and the less senior employee previously displaced will be rehired without loss of seniority.

Administrative Layoff Categories are as follows:

Community Services; Parks; Greenways; Recycling; Forestry; Recreation; Parking; Facilities Management; Streets; Fleet; Engineering; Water & Sewer – Plant; Water & Sewer – Field; Health; Revenue; Lifelong Learning; Early Learning; Digital Learning; Library Maintenance; Engagement Services; Access Services.

Job families are attached to this agreement as Appendix A-1.

All employees within a given job family within the Administrative Layoff Category who may potentially be impacted by the layoff shall receive notice.

An employee affected by a layoff who seeks to displace a less senior employee as provided in this Section must submit a written notice of such intent to the Department Director with a copy to Human Resources within ten (10) calendar days after preliminary notification of the layoff.

The displacement of a less senior employee in a lower job classification is considered a voluntary demotion on the part of the more senior displacing employee. The equal or lower wages attached to the lower job classification, closest to the displacing employee's wages prior to the layoff notice shall take effect.

In the event two or more employees who are slated for layoff seek to displace the same less senior employee, seniority shall be the controlling factor when qualifications are equal.

Part-time employees shall have the same displacement rights as full-time employees except that, part-time employees may only displace other part-time employees who work equal or lesser hours per week on a regular basis.

Section 11.3. Severance.

- (a) In the event the City discharges bargaining unit employees as a result of reorganization of any department, the introduction of new machinery, technology, methods or procedures, including time or work efficiency studies, or reduction of any City operations, said employees shall receive severance pay and City-paid health insurance (if applicable) according to the following schedule:

<u>Service as of Date of Severance</u>	<u>Severance Pay based on the employee's regularly scheduled work week</u>
Under 6 months	None
6 months to 2 years	4 weeks + 1 month of insurance
2 years to 3 years	5 weeks + 2 months of insurance
3 years to 4 years	6 weeks + 2 months of insurance
4 years to 5 years	7 weeks + 2 months of insurance
Over 5 years	8 weeks + 2 months of insurance

The term "reduction of any City operation" as used in this Article includes not only reductions which the City elects voluntarily, but also reductions which are, in a sense, involuntary, such as reductions caused by petroleum or energy shortages.

- (b) Severance pay shall not apply if an employee quits voluntarily, except to the extent set forth in subsection 1(d)(i) above; fails to remain in the City's employ until the date he is severed; is discharged for disciplinary reasons; or continues in the employ of the City in another capacity. The City may waive the requirement to remain in the City's employ until date severed when in the best interests of the City.
- (c) Any employee laid off for any reason listed in subsection (a) above shall receive severance pay on the effective date of the severance.

Section 11.4. Recall.

- (a) Before new employees are hired to fill full-time bargaining unit positions, the City will recall laid off full-time bargaining unit employees who are qualified to perform the work, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview, to determine if an employee is qualified to perform the work, or may be able to perform the work with training. Recalled employees must respond within ten (10) working days of receiving notice of the vacancy. If the employee refuses a recall, the employee will be considered to have voluntarily terminated employment with the City.

Recall rights as outlined in (a) shall be extended to bargaining unit employees working at least twenty (20) hours per week except that such part-time employees shall be recalled only to part-time positions. However, if a full time position is open that has not been accepted by any full time employee on the recall list, such position may be made available to a qualified part-time employee on the recall list.

- (b) Full-time laid off employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay, before the City hires a new full-time employee for the full-time classification formerly held by the severed employee. Permanent part-time employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay before the City hires a new permanent part-time employee for the permanent part-time classification formerly held by the severed employee.
- (c) A full time employee who, in accordance with Section 1 above, accepts a lesser paying job, shall retain reinstatement rights to the employee's former position, for a period of two years. Such employee shall be offered his former position should it become vacant within two years, prior to the recall of a laid off employee in accordance with Section 3(b) above.
- (d) Laid off employees will remain on the recall list for two years from the effective date of the layoff. If a subsequent layoff occurs prior to the list expiring, then the newly laid off employees names will be merged with the names on the existing list in order of seniority. When laid off employees reach the two year anniversary of their layoff, their names will be removed from the recall list.
- (e) Employees that are laid off may keep up to 10 days of vacation time for use in the event they are recalled. The City will payout all such vacation time at the end of the recall period or upon written request from the laid off employee.

Article XII – Discipline

Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. *(Moved from Article VI)*

Section 12.1. Disciplinary Warnings. The City’s program for progressive discipline (including verbal warnings, written warnings, suspensions and discharge) shall be administered uniformly among the departments covered by this Agreement. Verbal warnings must be confirmed in writing to be usable as part of progressive discipline. Whenever confirmation of a verbal warning is placed in writing or whenever a written warning is given to an employee, the designated Union representative shall be given a copy. Disciplinary suspensions of one or more days shall be placed in writing with a copy to the designated Union representative. Disciplinary action for part-time employees will be based and served as hours worked and not days. Discipline and discharge shall be for just cause. This section does not apply to discharges of probationary employees.

Section 12.2. Warning Notices. Verbal warnings shall not be considered valid after six months. Written warnings shall not be considered valid after one year. An employee can request that expired warning notices be removed from the employee’s personnel file(s).

Section 12.3. Pre-disciplinary Meeting. Before an employee is discharged or given a disciplinary suspension of seven (7) working days or more, the City will schedule a pre-disciplinary meeting, and notify the employee and the union President and Executive Vice President of the date, time and place of the meeting. The notice shall include notice of the contemplated discipline and the reasons therefore. The employee and the Union representative shall have the right to rebut or defend the employee’s action, or suggest discipline less than that contemplated in the notice. At the end of the pre-disciplinary hearing, the City and the Union shall mutually agree upon a reasonable deadline by which the disciplinary decision shall be made. This deadline may be extended if agreed to by the parties.

Section 12.4. Discipline Option. In lieu of part or all of a disciplinary suspension, the City has the right to offer the employee the option of forfeiture of up to three (3) floating holidays or three (3) accumulated vacation days. The action shall be recorded as a disciplinary suspension in the employee’s personnel file, even if the option is offered and accepted.

Section 12.5. Time Limit on Disciplinary Action. Discipline, not resulting from a vehicle accident, shall be issued no later than twenty-one (21) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the discipline. Discipline resulting from a vehicle accident shall be issued no later than twenty-one (21) calendar days from the time the Accident Review Board makes its determination. The employer may extend the timeframe by providing notice to the Union due to extenuating circumstances.

Article XIII – General

Section 13.1. Bulletin Boards. The City will provide a Union bulletin board for each department and division, along with a bulletin board on the second floor of the Civic Center (cafeteria area), and the second floor of the Service Center (near the time clocks). The City reserves the right to require advance approval of bulletin board postings.

Section 13.2. Tools. Except for employees in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner (including personal protective equipment for example, but not limited to, N95 masks, hand sanitizer, and proper air filtration/ventilation to the extent reasonably possible in all indoor City spaces). Employees in the following classifications shall receive an annual tool allowance of \$800 for each twelve-month period of the contract, in recognition of the obligation of these employees to supply their own tools:

- Equipment Mechanic I
- Equipment Mechanic II
- Equipment Mechanic III
- Lead Mechanic
- Auto Service Worker

Tool allowance monies shall be allocated to employees up to the applicable yearly maximum amount specified in this Section, upon presentation of receipts evidencing the purchase of approved tools. In the event of fire, major accident or theft not involving negligence of the employee, the City will replace tools which are damaged or stolen with tools of comparable quality.

Section 13.3. Rates of Pay on Temporary Transfer. Where, for periods of one working day or more, the City assigns a bargaining unit employee to work temporarily in a higher paying classification within the bargaining unit, the employee shall be paid ten (10) percent above his current pay/grade, but not to exceed the maximum salary of the classification to which he is transferred. When an employee is temporarily transferred to a position outside of the bargaining unit, the employee will be paid three steps/grades above current pay or the A step of the temporary position, whichever is

greater. This Section shall not apply in the event the temporary transfer is made for the purpose of training an employee to become qualified in a different classification, and there is written agreement of the employee and the Union that the employee is to work in the higher paying classification without additional pay for the purpose of training.

Section 13.4. Subcontracting. It is understood that the City from time to time uses contractors for certain work. Concerning the possibility of new forms of subcontracting, it is the City's intention to use City employees, wherever possible, to perform bargaining unit work, consistent with economy and efficiency of government. Should the City determine that new forms of subcontracting are necessary (and said subcontracting will result in job displacements) the City will: 1) negotiate with the Union before reaching a decision to place said subcontracting into effect; and 2) negotiate with the Union concerning placement of displaced employees. Placement shall include not only assignment to bargaining unit positions, but also to positions with the City outside the bargaining unit, to the end that layoff from City employment will be used only as a last resort. Prior to the subcontracting of work, the City will make a reasonable effort with the contractor to insure that employees subject to layoff because of subcontracting will have an option to secure employment with the contractor. The City, the Union and the proposed subcontractor shall meet to discuss the employment of the employees subject to layoff.

Section 13.5. Equipment and Safety Committee. Recognizing that safety is a joint effort between management and labor, a Safety Committee is hereby created to address such issues in the work place. The primary purpose of this Committee is to discuss, promote and encourage rules, regulations and practices which enhance the safety of the employees and their work environment as well as reduce the potential liability of the City. Membership on such Committee shall be comprised of 12 Union employees designated by the Union, and up to five management personnel representing Departments covered by this Agreement; the City may invite additional personnel as necessary. Regular meetings shall be held to discuss safety matters and make subsequent recommendations for resolution of these issues to the City Manager.

Section 13.6. Imminent Danger Procedure. If an employee reasonably believes that his health and safety are in imminent danger due to an allegedly unsafe condition or piece of equipment, he shall report the situation to his immediate supervisor, who will have the initial responsibility for determining the corrective action, if any, to be taken. If the employee disagrees with the supervisor's decision, he may request the supervisor to call the City Manager's designee, which request will not unreasonably be denied. The employee shall not be required to perform the work or operate the equipment which is the subject of the disagreement until such time as the City Manager or his designee has rendered his decision on the matter. The decision of the City Manager or his designee regarding the allegedly unsafe condition or equipment and/or the correction action taken or proposed by the supervisor, shall be final.

Section 13.7. Labor-Management Committee. There shall be a labor-management committee consisting of at least two City members and an agreed number of employee members selected by the Union to discuss at regular quarterly meetings matters of administration of this Agreement. Meetings may take place more frequently upon request. Either the City or Union Committee members may place items on the agenda for said meetings. Where agreement is reached at Labor-Management Committee meetings on items of general application, the City shall supply the Union with a written answer. Both the City and the Union will respond on matters agreed upon at meetings within sixty (60) days of the meeting.

Section 13.8. Work Rules. Whenever the City changes work rules, or issues new work rules, the Union will be given at least 30 days' notice (one week for minor changes) before the effective date in order that the Union can discuss said rules with the City before they become effective, if the Union so requests. A copy of the new or changed rules will be posted or given to the affected employees before said rules take effect. Each Agreement will require the City and the Union to review the Unified Work Rules for changes or revisions. The City and the Union agree that employees are bound by the Unified Work Rules as agreed upon at the time of the ratification of this Agreement. Changes to the Unified Work Rules after ratification of each Agreement must be agreed upon between the City and the Union as stated above.

Section 13.9. Employee Evaluations. From time to time and particularly at time of merit reviews, the City will hold informal evaluation conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. Generally, employee merit reviews will be completed by the employee's merit review date. If work performance problems are identified, the supervisor shall hold an official evaluation and offer constructive suggestions and shall attempt to aid the employee in resolving the problem. It is understood, however, that the responsibility for satisfactory job performance is the employee's. If the conference involves a written evaluation, the employee will be given a copy. The City will provide a list of all bargaining unit employees and the dates of their evaluation if requested by the Union.

Section 13.10. Training. The City is committed to providing training opportunities for AFSCME employees. To this end, the City will form a committee comprised of three (3) bargaining unit representatives, designated by the Union, and three (3) City representatives, designated by the City Manager. The Committee will formulate an annual training plan for bargaining unit employees, which will strengthen their current skills and/or enhance their ability to seek career growth opportunities within the City. The Committee will convene no later than sixty (60) days following the ratification of the collective bargaining agreement (CBA). Such Committee shall meet at least quarterly each year. The training plan may include, but not be limited to, programs in basic skill development, safety training, physical skills (i.e., tree climbing, digging),

technical, equipment operations (i.e., pay loader and street sweepers, water equipment, HVAC, janitorial) and supervisory training. Training programs will include internal and external programs, individual and group training. Training programs may be offered on a quarterly basis and will be advertised to the entire bargaining unit.

All training will be offered at the discretion of the City and subject to available funding. Training must be approved by the Department Director or his designee. Employees may be offered to attend training on their own time, at their own cost and at no pay on a voluntary basis. There can be no service reduction or overtime costs created if an employee attends a training session on City time unless otherwise determined to be in the best interests of the City by the Department Director.

Section 13.11. Drug and Alcohol Testing. The City's drug and alcohol testing policy as exists on the effective date of this Agreement shall be continued in effect for the employees covered by this Agreement. Any City drug and alcohol testing policy will be in accordance with relevant federal drug and alcohol testing guidelines issued by the U.S. Department of Health and Human Services and the U.S. Department of Transportation. Drug and alcohol testing shall be required in any instance where an employee is involved in an accident with a City vehicle resulting in residential property damage, including non-City-owned vehicle damage, and/or an injury.

Section 13.12. Request for Classification Study. Every five (5) years, the Union may request a survey, audit or such other investigation as may be deemed necessary to determine the proper allocation of a bargaining unit position to a class. Upon request of a survey, audit, or such other investigation, the City will provide a written status update every 6 months to include where the study is at and an estimated date of completion. Upon completion of the study, the City will provide the Union with a report or the results within six (6) months. Nothing shall preclude the presentation of relevant information by the Union. The results are subject to negotiation between the Union and the City.

Section 13.13. Mileage Reimbursement. For any employee required to use his personal vehicle to conduct City business, the City will reimburse the employee at the current Internal Revenue Service Code level of mileage reimbursement.

Section 13.14. Shift Changes.

Whenever the City makes changes in full-time employees' shift assignments, the Union shall be given at least 30 days' notice before the effective date in order that the Union can discuss said rules or changes with the City before they become effective, if the Union so requests. A copy of the new shift assignments will be posted or given to the affected employees before said changes take effect.

Article XIV – Termination and Legality Clauses

Section 14.1. Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to negotiate immediately concerning a substitute for any provision or portion thereof which is held unlawful or unenforceable.

Section 14.2. Term. This Agreement shall be in effect from January 1, 2023 to December 31, 2026, and year to year thereafter. Not earlier than September 1, 2026 and not later than October 1, 2026, either the City or the Union may give written notice to the other party by registered or certified mail to modify this Agreement for the subsequent term.

Executed this _____ day of _____, 2023, after receiving ratification by the Union membership and approval by the City Council.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO
FOR AND ON BEHALF OF
EVANSTON CITY EMPLOYEES UNION

For the City of Evanston:

Luke Stowe

Luke Stowe, City Manager

01 / 30 / 2024

Date

For the Union:

Daniel Cullen

Daniel Cullen, President Local 1891

01 / 30 / 2024

Date

Eugene Boatright

Eugene Boatright, Staff Representative, AFSCME Council 31

01 / 30 / 2024

Date

Appendix A – Positions and Job Families

Local 1891 included: All regular part-time and full-time employees regularly scheduled to work ten hours or more in a week in the following classifications unless otherwise excluded:

Animal Warden, Building Supervisor, Custodian I, Custodian II, Equipment Mechanic II, Equipment Mechanic III, Lead Mechanic, Equipment Operator I, Equipment Operator II, Equipment Operator III, Equipment Parts Technician, Facilities Maintenance Worker I, Facilities Maintenance Worker II, Facilities Maintenance Worker III, General Tradesman, Lead Electrician, Master Tradesman, part-time Custodian, part-time Assistant Custodian, part-time Bus Driver, part-time Park Ranger, part-time Recycling Attendant, Parking Enforcement Officer, Parking Maintenance Worker, Parks/Forestry Crew Leader, Parks/Forestry Worker II, Parks/Forestry Worker III, Crew Leader, Public Works Maintenance Worker I, Public Works Maintenance Worker II, Public Works Maintenance Worker III, Public Works Operations Coordinator, Traffic Electrician, Traffic Repair Worker, Vehicle Repair Worker, Water Worker I, Water Worker II, Water Worker III, Water Plant Operator, Water/Sewer Mechanic, Water Service Worker, Accounts Payable Clerk, Accounts Payable Coordinator, Administrative Adjudication Aide, After-school Supervisor, AIDS/HIV Counselor, Assistant Permit Coordinator, Assistant Recreation Program Coordinator, Bookkeeper, Branch Assistant, Building Supervisor, CDBG Grants Administrator, Chemist, Civil Engineer I, Civil Engineer II, Civil Engineer III, Clerk I, Clerk II, Clerk III, Clerk Typist I, Clerk Typist II, Clerk Typist III, Collections Coordinator, Communicable Disease Surveillance Specialist, Construction Inspector, Construction Rehabilitation Specialist, Court Liaison, Crime Analyst, Crime Prevention Specialist, Customer Service Coordinator, Customer Service Representative, Data Control Clerk, Dental Assistant, Dental Health Educator, Economic Development Planner, Economic Development Program Specialist, Electrical Inspector I, Electrical Inspector II, Engineering Associate I, Engineering Associate II, Environmental Health Practitioner, Executive Secretary (other than to Department Head), Facilities Supervisor, Fleet Operations Coordinator, Finance Operations Coordinator, Garden Coordinator, Hockey Director of Operations, Housing Planner, Housing Policy & Planning Analyst, HR Assistant, HR Assistant/Benefits Coordinator, Human Relations Specialist, Inclusion Specialist, Information Systems Clerk, Librarian I, Library Aide I, Library Aide II, Library Assistant, Library Clerk, Library Technical Aide, License & Measures Inspector, Licensing Coordinator (Health, Permits), Mailroom Attendant, M/W/BE Coordinator, Meter Service Coordinator, Microbiologist, Neighborhood Planner, Noyes Center Coordinator, Nurse's Assistant, Office Assistant, Outreach Specialist, Parking Operations Clerk, Payroll/Pension Coordinator, Payroll/Pension Specialist, Permit Coordinator, Plan Reviewer, Planner, Plumbing Inspector, Plumbing/Mechanical Inspector, Police Planner, Pre-school Instructor,

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Program Assistant, Program Coordinator, Property Maintenance Inspector I, Property Officer, Public Health Nurse, Public Information Assistant (part-time), Readers' Advisor, Records Input Operator, Recreation Aide, Review Officer, Safety Specialist, Secretary I, Secretary II, Security Monitor, Senior Planner, Senior Specialist, Service Center Coordinator, Shelver, Sign Inspector/Graffiti Technician, STD Nurse Associate, Streets/Sanitation Administrative Assistant, Structural Inspector, Structural Inspector/Plan Reviewer, Switchboard Operator, Traffic Engineering Technician, Victim Services Advocate, Vision/Hearing Technician, Water Billing Clerk, Weekend/Evening Coordinator, Youth Advocate, Youth/Young Adult Outreach Worker, Zoning Administrator, Zoning Officer, Zoning Planner.

Excluded: All other employees, including but not limited to: (i) all employees in the City Clerk's Office, the Law Department; (ii) all supervisors, managerial employees, seasonal employees, confidential employees, and short-term employees; (iii) the following classifications of employees are excluded under the Act:

Accounting Manager; ADA/CIP Project Manager; Administrative Adjudication Manager; Administrative Assistant, Finance; Administrative Assistant, Management and Budget; Administrative Assistant, Police Department; Administrative Law Judge; Administrative Secretary; Administrative Specialist; Administrative Services Manager; Aldermanic/Mayoral Secretary; Arborist; Assistant City Manager; Assistant Corporation Counsel; Assistant to the City Manager; Assistant Communications Coordinator; Assistant Director, Community Development; Assistant Director, Facilities Management; Assistant Director, Finance; Assistant Director, Human Resources; Assistant Director, Mental Health; Assistant Superintendent, Water/Sewer; Assistant UNIX Administrator; Auto Shop Supervisor; Business Manager; Center Manager; Circulation Supervisor; City Clerk; City Manager; Clinic Physician; Communications Coordinator; Community Information Coordinator; Community Intervention Coordinator; Construction Manager; Coordinating Structural Inspector; Crossing Guard; Database Administrator; Dentist; Deputy City Clerk; Deputy Public Works Director; Director, Arts Council; Director, Community Development; Director, Ecology Center; Director, Facilities Management; Director, Finance; Director, Health & Human Services; Director, Human Relations; Director, Human Resources; Director, Information Systems; Director, Library; Director, Management & Budget; Director, Parks/Forestry & Recreation; Director, Police Records Bureau; Director, Police Social Services Bureau; Director, Public Works; Director, Purchasing and Contracts; Division Chief, Health; Division Chief, Water/Sewer; Division Chief, Fire; Environmental Educator; Environmental Health Supervisor; Executive Assistant; Executive Secretary to a Department Head; Facilities Management Supervisor; Fire Chief; First Assistant Corporation Counsel; GIS Analyst; GIS Manager; Human Resources Specialist; Instructor; Investment Analyst; IS Trainer; Laboratory Supervisor; Lakefront Sports Coordinator;

Landscape Architect; Librarian II; Librarian III; Long-Term Care Ombudsman; Management Analyst; Medical Supervisor; Network Administrator; Office Coordinator; Operations Coordinator, Management & Budget; Operations Manager; Parking Enforcement Coordinator; Parking Enforcement Supervisor; Parking Systems Manager; Parking Systems Supervisor; Payroll Manager; Periodicals Supervisor; Police Chief; Police Commander; Police Lieutenant; Police Systems Administrator; Pre-school Coordinator; Program Manager; Program Supervisor; Programmer Analyst; Property Maintenance Inspector II; Public Health Nurse Supervisor; Public Information Specialist; Public Works Supervisor; Recreation Maintenance Supervisor; Revenue Manager; Senior Accountant; Senior Engineer; Senior Program Coordinator; Senior Traffic Engineer; Staff Attorney; Superintendent, Administrative Services; Superintendent, Parks/Forestry; Superintendent, Recreation; Superintendent, Streets/Sanitation; Superintendent, Water/Sewer; Technical Support Specialist; Technical Support Specialist II; Technical Services Manager; Telecommunications Coordinator; TIF Accounting Analyst; Water Maintenance Supervisor; Web Developer.

APPENDIX A-1	
AFSCME - Job Families	
Division	Job Title
Forestry	Crew Leader
Forestry	Parks/Forestry Worker II
Forestry	Parks/Forestry Worker III
Division	Job Title
Greenways	Parks/Forestry Worker III
Greenways	Crew Leader
Greenways	Public Works Maintenance Worker I
Greenways	Public Works Maintenance Worker II
Greenways	Equipment Operator
Greenways	General Tradesman
Division	Job Title
Recycling	Public Works Maintenance Worker I
Recycling	Public Works Maintenance Worker II
Recycling	Equipment Operator I
Recycling	Equipment Operator II
Recycling	Crew Leader
Division	Job Title
Recreation	Building Supervisor
Recreation	Custodian II
Recreation	Custodian I
Recreation	Part-time Custodian
Recreation	Youth Advocate
Recreation	Data Control Clerk
Recreation	Clerk III
Recreation	Clerk II
Recreation	Facilities Supervisor
Recreation	Weekend Evening Coordinator
Recreation	Outreach Worker
Recreation	Park Ranger
Recreation	Bus Driver
Recreation	Office Assistant
Recreation	Assistant Program Coordinator
Recreation	Preschool Instructor
Recreation	After School Supervisor
Recreation	Program Assistant
Division	Job Title
Facilities Management	Facilities Maintenance Worker III
Facilities Management	Facilities Maintenance Worker II
Facilities Management	Facilities Maintenance Worker I

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Facilities Management	Master Tradesman
Division	Job Title
Fleet	Lead Mechanic
Fleet	Equipment Mechanic III
Division	Job Title
Parking	Parking Enforcement Officer
Parking	Parking Maintenance Worker
Division	Job Title
Streets	Equipment Operator III
Streets	Equipment Operator II
Streets	Public Works Maintenance Worker II
Streets	Equipment Operator I
Streets	Public Works Maintenance Worker I
Division	Job Title
Traffic	Traffic Electrician Leader
Traffic	Traffic Electrician
Traffic	Public Works Maintenance Worker III
Division	Job Title
Water & Sewer - Plant	Water & Sewer Mechanic
Water & Sewer - Plant	Water Worker II
Water & Sewer - Plant	Water Worker I
Water & Sewer - Plant	Microbiologist
Water & Sewer - Plant	Chemist
Division	Job Title
Water & Sewer - Field	Crew Leader
Water & Sewer - Field	Water Worker III
Water & Sewer - Field	Water Worker II
Water & Sewer - Field	Water Worker I
Division	Job Title
Engineering	Civil Engineer III
Engineering	Civil Engineer II
Engineering	Civil Engineer I
Engineering	Architect
Engineering	Engineering Technician
Engineering	Engineering Associate II
Engineering	Engineering Associate I
Division	Job Title
Early Learning	Librarian I
Early Learning	Librarian II
Early Learning	Library Assistant
Division	Job Title
Lifelong Learning	Librarian I
Lifelong Learning	Library Assistant

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Division	Job Title
Access Services	Shelver
Access Services	Library Assistant
Access Services	Library Clerk
Access Services	Library Aide
Division	Job Title
Engagement Services	Librarian
Engagement Services	Branch Assistant
Division	Job Title
Digital Learning	Librarian I
Digital Learning	Technology Associate
Division	Job Title
Library	Security Monitor
Library	Custodian II
Library	Office Coordinator

Appendix B – Salary Schedule

Full-Time Positions – Pay Grades

<u>Title</u>	<u>Pay Grade</u>
Accounts Payable Clerk	A23
Accounts Payable Coordinator	A27
Administrative Adjudication Aide	A25
Animal Control Warden	PW24
Assistant Permit Coordinator	A24
Assistant Recreation Program Coordinator	A27A
Bookkeeper	A25
Building Supervisor	PW25
CDBG Grants Administrator	A32
Chemist	A34
Civil Engineer I	A32
Civil Engineer II	A34
Civil Engineer III	A37
Clerk I	A17
Clerk II	A19
Clerk III	A21
Clerk Typist I	A18
Clerk Typist II	A20
Clerk Typist III	A22
Collections Coordinator	A27
Communicable Disease Surv. Spec.	A29A
Construction Inspector	A32
Construction Rehabilitation Specialist	A31
Court Liaison	A30
Crime Prevention Specialist	A29
Custodian I	PW20
Custodian II	PW23
Customer Service Coordinator	A26
Customer Service Representative	A24
Data Control Clerk	A22
Dental Assistant	A17
Economic Development Coordinator	A34
Economic Development Program Specialist	A30
Economic Development Specialist	A28
Electrical Inspector I	A29
Electrical Inspector II	A31

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Engineering Associate I	A23
Engineering Associate II	A25
Environmental Health Practitioner	A29A
Equipment Mechanic II	PW28
Equipment Mechanic III	PW30
Equipment Operator I	PW24
Equipment Operator II	PW26
Equipment Operator III	PW28
Equipment Parts Technician	PW30
Executive Secretary (non-Department Head)	A25
Facilities Maintenance Worker I	PW20
Facilities Maintenance Worker II	PW23
Facilities Maintenance Worker III	PW34
Finance Operations Coordinator	A27
Fleet Operations Coordinator	A30
General Tradesman	PW32
Health Program Coordinator	A30
HHS Administrative Aide	A23
Housing Planner	A32
Housing Policy & Planning Analyst	A31
HR Assistant	A29
HR Assistant/Benefits Coordinator	A31
Human Relations Specialist	A30
Information Systems Clerk	A22
Lead Electrician	PW34
Lead Mechanic	PW33
Librarian I	A28
Library Aide II	A16
Library Assistant	A20
License & Measures Inspector	A26
Licensing Coordinator (Health, Permits)	A26
M/W/EBE Coordinator	A34
Mailroom Attendant	A19
Master Tradesman	PW36
Meter Service Coordinator	A28
Microbiologist	A27A
Neighborhood Planner	A34
Noyes Center Coordinator	A25
Nurse's Assistant	A17
Outreach Specialist	A27
Parking Enforcement Officer	PW23
Parking Maintenance Worker	PW26
Parking Operations Clerk	A24
Parks/Forestry Crew Leader	PW30

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Parks/Forestry Worker II	PW23
Parks/Forestry Worker III	PW26
Payroll Coordinator	A32
Payroll/Pension Specialist	A35
Payroll/Pension Coordinator	A33
Permit Coordinator	A30
Plan Reviewer	A34
Planner	A30
Plumbing Inspector	A29
Plumbing/Mechanical Inspector	A29
Police Planner	A30
Pre-School Instructor	A16
Property Maintenance Inspector I	A29
Property Officer	A28
Public Health Nurse	A29A
Public Works Crew Leader	PW30
Public Works Maintenance Worker I	PW22
Public Works Maintenance Worker II	PW24
Public Works Maintenance Worker III	PW26
Public Works Operations Coordinator	PW34
Records Input Operator	A21
Recreation Aide	A21
Review Officer	A29
Review Officer/Records Specialist	A29A
Safety Specialist	A33
Secretary I	A22
Secretary II	A23
Senior Planner	A34
Service Center Coordinator	A25
Sign Inspector/Graffiti Technician	A25
STD Nurse Associate	A31A
Streets/Sanitation Administrative Assistant	A30
Structural Inspector	A29
Structural Inspector/Plan Reviewer	A30
Switchboard Operator	A19
Traffic Electrician	PW30
Traffic Engineering Technician	A28
Traffic Repair Worker	PW26
Vehicle Repair Worker	PW30
Victim Services Advocate	A30
Vision/Hearing Technician	A22
Water Billing Clerk	A24
Water Plant Operator	PW32
Water Service Worker	PW26

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Water Worker I	PW24
Water Worker II	PW26
Water Worker III	PW28
Water/Sewer Crew Leader	PW30
Water/Sewer Mechanic	PW36
Weekend/Evening Coordinator	A25
Youth Advocate	A27
Youth/Young Adult Outreach Worker	A26
Zoning Administrator	A36
Zoning Officer	A32
Zoning Planner	A34

Appendix B – Salary Schedule

Part-Time Positions – Pay Grades

<u>Title</u>	<u>Pay Grade</u>
AIDS/HIV Counselor	A27
Branch Assistant	A20
Clerk I	A17
Clerk II	A19
Clerk III	A21
Clerk Typist I	A18
Clerk Typist II	A20
Crime Analyst	A15
Dental Health Educator	A30
Facilities Supervisor	A16
Garden Coordinator	A16
Hockey Director of Operations	A21
Inclusion Specialist	A30
Librarian I	A28
Library Aide I	A5
Library Aide II	A16
Library Assistant	A20
Library Clerk	A11
Library Technical Aide	A11
Office Assistant	A3
Part-time Administrative Aide M&B	A15
Part-time After School Supervisor	A16
Part-time Bus Driver	A18
Part-time Custodian	A12
Part-time Park Ranger	A20
Part-time Public Information Assistant	A27
Part-time Recycling Attendant	A11
Pre-school Instructor	A16
Program Assistant	A4
Public Health Nurse	A29A
Readers' Advisor	A18
Recreation Aide	A21
Security Monitor	A16
Senior Specialist	A24
Shelver	A5

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**Position Salaries by Pay Grade
Effective January 1, 2023 (11.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F
A3	12.579	12.840	13.104	13.640	14.204	14.782	15.406	16.045
A4	13.095	13.367	13.640	14.204	14.782	15.406	16.045	16.698
A5	13.635	13.917	14.204	14.782	15.406	16.045	16.698	17.413
A6	14.190	14.487	14.782	15.406	16.045	16.698	17.413	18.140
A7	14.790	15.097	15.406	16.045	16.698	17.413	18.140	18.898
A8	15.405	15.724	16.045	16.698	17.413	18.140	18.898	19.686
A9	16.032	16.365	16.698	17.413	18.140	18.898	19.686	20.503
A10	16.715	17.064	17.413	18.140	18.898	19.686	20.503	21.349
A11	17.415	17.776	18.140	18.898	19.686	20.503	21.349	22.300
A12	18.141	18.519	18.898	19.686	20.503	21.349	22.300	23.117
A13	18.898	19.292	19.686	20.503	21.349	22.300	23.117	24.202
A14	19.681	20.092	20.503	21.349	22.300	23.117	24.202	25.258
A15	20.494	20.922	21.349	22.300	23.117	24.202	25.258	26.297
A16	21.409	21.854	22.300	23.117	24.202	25.258	26.297	27.427
A17	22.191	22.654	23.117	24.202	25.258	26.297	27.427	28.585
A18	23.235	23.717	24.202	25.258	26.297	27.427	28.585	29.759
A19	24.245	24.751	25.258	26.297	27.427	28.585	29.759	30.960
A20	25.245	25.771	26.297	27.427	28.585	29.759	30.960	32.076
A21	26.327	26.876	27.427	28.585	29.759	30.960	32.076	33.532
A22	27.440	28.013	28.585	29.759	30.960	32.076	33.532	34.765
A23	28.568	29.163	29.759	30.960	32.076	33.532	34.765	36.265
A24	29.724	30.342	30.960	32.076	33.532	34.765	36.265	37.766
A25	30.794	31.434	32.076	33.532	34.765	36.265	37.766	39.296
A26	32.190	32.860	33.532	34.765	36.265	37.766	39.296	40.943
A27	33.374	34.069	34.765	36.265	37.766	39.296	40.943	42.773
A27A	33.787	34.491	35.196	36.577	38.153	39.623	41.303	43.248
A28	34.815	35.540	36.265	37.766	39.296	40.943	42.773	44.584
A29	36.254	37.010	37.766	39.296	40.943	42.773	44.584	46.604
A29A	36.626	37.390	38.153	39.623	41.303	43.248	45.030	47.421
A30	37.724	38.508	39.296	40.943	42.773	44.584	46.604	48.433
A31	39.305	40.125	40.943	42.773	44.584	46.604	48.433	50.512
A31A	39.649	40.475	41.303	43.248	45.030	47.421	48.907	50.913
A32	41.061	41.918	42.773	44.584	46.604	48.433	50.512	52.606
A33	42.802	43.694	44.584	46.604	48.433	50.512	52.606	54.599
A34	44.742	45.671	46.604	48.433	50.512	52.606	54.599	56.901
A35	46.495	47.464	48.433	50.512	52.606	54.599	56.901	59.070
A36	48.491	49.503	50.512	52.606	54.599	56.901	59.070	61.446
A37	50.502	51.555	52.606	54.599	56.901	59.070	61.446	63.869

**Position Salaries by Pay Grade
Effective January 1, 2023 (11.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F	G
PW20	31.008	31.653	32.300	32.774	33.249	33.621	34.124	35.017	35.850
PW21	31.463	32.118	32.774	33.249	33.621	34.124	34.644	35.597	36.444
PW22	31.919	32.585	33.249	33.621	34.124	34.618	35.240	34.977	37.113
PW23	32.277	32.949	33.621	34.124	34.644	35.240	35.760	36.755	37.707
PW24	32.761	33.442	34.124	34.644	35.225	35.775	36.385	37.394	38.331
PW25	33.259	33.953	34.644	35.225	35.775	36.385	36.964	38.019	38.969
PW26	33.816	34.520	35.225	35.775	36.385	36.964	37.676	38.702	39.683
PW27	34.345	35.059	35.775	36.385	36.964	37.676	38.389	39.459	40.456
PW28	34.929	35.657	36.385	36.964	37.676	38.389	39.149	40.247	41.272
PW29	35.623	36.366	36.964	37.676	38.389	39.149	39.903	41.119	42.179
PW30	36.169	36.923	37.676	38.389	39.149	39.903	40.736	41.746	42.773
PW31	36.853	37.621	38.389	39.149	39.903	40.736	41.746	42.773	44.436
PW32	37.581	38.365	39.149	39.903	40.736	41.746	42.996	44.436	45.551
PW33	38.308	39.106	39.903	40.736	41.746	42.996	44.436	45.551	46.695
PW34	39.106	39.922	40.736	41.746	42.996	44.436	45.551	46.695	47.868
PW35	40.078	40.913	41.746	42.996	44.436	45.551	46.695	47.868	49.055
PW36	40.913	41.746	42.996	44.436	45.551	46.695	47.868	49.055	50.281

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**Position Salaries by Pay Grade
Effective January 1, 2024 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F
A3	12.956	13.225	13.497	14.049	14.630	15.225	15.868	16.526
A4	13.488	13.768	14.049	14.630	15.225	15.868	16.526	17.199
A5	14.044	14.335	14.630	15.225	15.868	16.526	17.199	17.935
A6	14.616	14.922	15.225	15.868	16.526	17.199	17.935	18.684
A7	15.234	15.550	15.868	16.526	17.199	17.935	18.684	19.465
A8	15.867	16.196	16.526	17.199	17.935	18.684	19.465	20.277
A9	16.513	16.856	17.199	17.935	18.684	19.465	20.277	21.118
A10	17.216	17.576	17.935	18.684	19.465	20.277	21.118	21.989
A11	17.937	18.309	18.684	19.465	20.277	21.118	21.989	22.969
A12	18.685	19.075	19.465	20.277	21.118	21.989	22.969	23.811
A13	19.465	19.871	20.277	21.118	21.989	22.969	23.811	24.928
A14	20.271	20.695	21.118	21.989	22.969	23.811	24.928	26.016
A15	21.109	21.550	21.989	22.969	23.811	24.928	26.016	27.086
A16	22.051	22.510	22.969	23.811	24.928	26.016	27.086	28.250
A17	22.857	23.334	23.811	24.928	26.016	27.086	28.250	29.443
A18	23.932	24.429	24.928	26.016	27.086	28.250	29.443	30.652
A19	24.972	25.494	26.016	27.086	28.250	29.443	30.652	31.889
A20	26.002	26.544	27.086	28.250	29.443	30.652	31.889	33.038
A21	27.117	27.682	28.250	29.443	30.652	31.889	33.038	34.538
A22	28.263	28.853	29.443	30.652	31.889	33.038	34.538	35.808
A23	29.425	30.038	30.652	31.889	33.038	34.538	35.808	37.353
A24	30.616	31.252	31.889	33.038	34.538	35.808	37.353	38.899
A25	31.718	32.377	33.038	34.538	35.808	37.353	38.899	40.475
A26	33.156	33.846	34.538	35.808	37.353	38.899	40.475	42.171
A27	34.375	35.091	35.808	37.353	38.899	40.475	42.171	44.056
A27A	34.801	35.526	36.252	37.674	39.298	40.812	42.542	44.545
A28	35.859	36.606	37.353	38.899	40.475	42.171	44.056	45.922
A29	37.342	38.120	38.899	40.475	42.171	44.056	45.922	48.002
A29A	37.725	38.512	39.298	40.812	42.542	44.545	46.381	48.844
A30	38.856	39.663	40.475	42.171	44.056	45.922	48.002	49.886
A31	40.484	41.329	42.171	44.056	45.922	48.002	49.886	52.027
A31A	40.838	41.689	42.542	44.545	46.381	48.844	50.374	52.440
A32	42.293	43.176	44.056	45.922	48.002	49.886	52.027	54.184
A33	44.086	45.005	45.922	48.002	49.886	52.027	54.184	56.237
A34	46.084	47.041	48.002	49.886	52.027	54.184	56.237	58.608
A35	47.890	48.888	49.886	52.027	54.184	56.237	58.608	60.842
A36	49.946	50.988	52.027	54.184	56.237	58.608	60.842	63.289
A37	52.017	53.102	54.184	56.237	58.608	60.842	63.289	65.785

**Position Salaries by Pay Grade
Effective January 1, 2024 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F	G
PW20	31.938	32.603	33.269	33.757	34.246	34.630	35.148	36.068	36.926
PW21	32.407	33.082	33.757	34.246	34.630	35.148	35.683	36.665	37.537
PW22	32.877	33.563	34.246	34.630	35.148	35.657	36.297	36.026	38.226
PW23	33.245	33.937	34.630	35.148	35.683	36.297	36.833	37.858	38.838
PW24	33.744	34.445	35.148	35.683	36.282	36.848	37.477	38.516	39.481
PW25	34.257	34.972	35.683	36.282	36.848	37.477	38.073	39.160	40.138
PW26	34.830	35.556	36.282	36.848	37.477	38.073	38.806	39.863	40.873
PW27	35.375	36.111	36.848	37.477	38.073	38.806	39.541	40.643	41.670
PW28	35.977	36.727	37.477	38.073	38.806	39.541	40.323	41.454	42.510
PW29	36.692	37.457	38.073	38.806	39.541	40.323	41.100	42.353	43.444
PW30	37.254	38.031	38.806	39.541	40.323	41.100	41.958	42.998	44.056
PW31	37.959	38.750	39.541	40.323	41.100	41.958	42.998	44.056	45.769
PW32	38.708	39.516	40.323	41.100	41.958	42.998	44.286	45.769	46.918
PW33	39.457	40.279	41.100	41.958	42.998	44.286	45.769	46.918	48.096
PW34	40.279	41.120	41.958	42.998	44.286	45.769	46.918	48.096	49.304
PW35	41.280	42.140	42.998	44.286	45.769	46.918	48.096	49.304	50.527
PW36	42.140	42.998	44.286	45.769	46.918	48.096	49.304	50.527	51.789

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**Position Salaries by Pay Grade
Effective January 1, 2025 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F
A3	13.345	13.622	13.902	14.470	15.069	15.682	16.344	17.022
A4	13.893	14.181	14.470	15.069	15.682	16.344	17.022	17.715
A5	14.465	14.765	15.069	15.682	16.344	17.022	17.715	18.473
A6	15.054	15.370	15.682	16.344	17.022	17.715	18.473	19.245
A7	15.691	16.017	16.344	17.022	17.715	18.473	19.245	20.049
A8	16.343	16.682	17.022	17.715	18.473	19.245	20.049	20.885
A9	17.008	17.362	17.715	18.473	19.245	20.049	20.885	21.752
A10	17.732	18.103	18.473	19.245	20.049	20.885	21.752	22.649
A11	18.475	18.858	19.245	20.049	20.885	21.752	22.649	23.658
A12	19.246	19.647	20.049	20.885	21.752	22.649	23.658	24.525
A13	20.049	20.467	20.885	21.752	22.649	23.658	24.525	25.676
A14	20.879	21.316	21.752	22.649	23.658	24.525	25.676	26.796
A15	21.742	22.197	22.649	23.658	24.525	25.676	26.796	27.899
A16	22.713	23.185	23.658	24.525	25.676	26.796	27.899	29.098
A17	23.543	24.034	24.525	25.676	26.796	27.899	29.098	30.326
A18	24.650	25.162	25.676	26.796	27.899	29.098	30.326	31.572
A19	25.721	26.259	26.796	27.899	29.098	30.326	31.572	32.846
A20	26.782	27.340	27.899	29.098	30.326	31.572	32.846	34.029
A21	27.931	28.512	29.098	30.326	31.572	32.846	34.029	35.574
A22	29.111	29.719	30.326	31.572	32.846	34.029	35.574	36.882
A23	30.308	30.939	31.572	32.846	34.029	35.574	36.882	38.474
A24	31.534	32.190	32.846	34.029	35.574	36.882	38.474	40.066
A25	32.670	33.348	34.029	35.574	36.882	38.474	40.066	41.689
A26	34.151	34.861	35.574	36.882	38.474	40.066	41.689	43.436
A27	35.406	36.144	36.882	38.474	40.066	41.689	43.436	45.378
A27A	35.845	36.592	37.340	38.804	40.477	42.036	43.818	45.881
A28	36.935	37.704	38.474	40.066	41.689	43.436	45.378	47.300
A29	38.462	39.264	40.066	41.689	43.436	45.378	47.300	49.442
A29A	38.857	39.667	40.477	42.036	43.818	45.881	47.772	50.309
A30	40.022	40.853	41.689	43.436	45.378	47.300	49.442	51.383
A31	41.699	42.569	43.436	45.378	47.300	49.442	51.383	53.588
A31A	42.063	42.940	43.818	45.881	47.772	50.309	51.885	54.013
A32	43.562	44.471	45.378	47.300	49.442	51.383	53.588	55.810
A33	45.409	46.355	47.300	49.442	51.383	53.588	55.810	57.924
A34	47.467	48.452	49.442	51.383	53.588	55.810	57.924	60.366
A35	49.327	50.355	51.383	53.588	55.810	57.924	60.366	62.667
A36	51.444	52.518	53.588	55.810	57.924	60.366	62.667	65.188
A37	53.578	54.695	55.810	57.924	60.366	62.667	65.188	67.759

**Position Salaries by Pay Grade
Effective January 1, 2025 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F	G
PW20	32.896	33.581	34.267	34.770	35.273	35.669	36.202	37.150	38.034
PW21	33.379	34.074	34.770	35.273	35.669	36.202	36.753	37.765	38.663
PW22	33.863	34.570	35.273	35.669	36.202	36.727	37.386	37.107	39.373
PW23	34.242	34.955	35.669	36.202	36.753	37.386	37.938	38.994	40.003
PW24	34.756	35.478	36.202	36.753	37.370	37.953	38.601	39.671	40.665
PW25	35.285	36.021	36.753	37.370	37.953	38.601	39.215	40.335	41.342
PW26	35.875	36.623	37.370	37.953	38.601	39.215	39.970	41.059	42.099
PW27	36.436	37.194	37.953	38.601	39.215	39.970	40.727	41.862	42.920
PW28	37.056	37.829	38.601	39.215	39.970	40.727	41.533	42.698	43.785
PW29	37.793	38.581	39.215	39.970	40.727	41.533	42.333	43.624	44.747
PW30	38.372	39.172	39.970	40.727	41.533	42.333	43.217	44.288	45.378
PW31	39.098	39.913	40.727	41.533	42.333	43.217	44.288	45.378	47.142
PW32	39.869	40.701	41.533	42.333	43.217	44.288	45.615	47.142	48.326
PW33	40.641	41.487	42.333	43.217	44.288	45.615	47.142	48.326	49.539
PW34	41.487	42.354	43.217	44.288	45.615	47.142	48.326	49.539	50.783
PW35	42.518	43.404	44.288	45.615	47.142	48.326	49.539	50.783	52.043
PW36	43.404	44.288	45.615	47.142	48.326	49.539	50.783	52.043	53.343

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**Position Salaries by Pay Grade
Effective January 1, 2026 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F
A3	13.745	14.031	14.319	14.904	15.521	16.152	16.834	17.533
A4	14.310	14.606	14.904	15.521	16.152	16.834	17.533	18.246
A5	14.899	15.208	15.521	16.152	16.834	17.533	18.246	19.027
A6	15.506	15.831	16.152	16.834	17.533	18.246	19.027	19.822
A7	16.162	16.498	16.834	17.533	18.246	19.027	19.822	20.650
A8	16.833	17.182	17.533	18.246	19.027	19.822	20.650	21.512
A9	17.518	17.883	18.246	19.027	19.822	20.650	21.512	22.405
A10	18.264	18.646	19.027	19.822	20.650	21.512	22.405	23.328
A11	19.029	19.424	19.822	20.650	21.512	22.405	23.328	24.368
A12	19.823	20.236	20.650	21.512	22.405	23.328	24.368	25.261
A13	20.650	21.081	21.512	22.405	23.328	24.368	25.261	26.446
A14	21.505	21.955	22.405	23.328	24.368	25.261	26.446	27.600
A15	22.394	22.863	23.328	24.368	25.261	26.446	27.600	28.736
A16	23.394	23.881	24.368	25.261	26.446	27.600	28.736	29.971
A17	24.249	24.755	25.261	26.446	27.600	28.736	29.971	31.236
A18	25.390	25.917	26.446	27.600	28.736	29.971	31.236	32.519
A19	26.493	27.047	27.600	28.736	29.971	31.236	32.519	33.831
A20	27.585	28.160	28.736	29.971	31.236	32.519	33.831	35.050
A21	28.769	29.367	29.971	31.236	32.519	33.831	35.050	36.641
A22	29.984	30.611	31.236	32.519	33.831	35.050	36.641	37.988
A23	31.217	31.867	32.519	33.831	35.050	36.641	37.988	39.628
A24	32.480	33.156	33.831	35.050	36.641	37.988	39.628	41.268
A25	33.650	34.348	35.050	36.641	37.988	39.628	41.268	42.940
A26	35.176	35.907	36.641	37.988	39.628	41.268	42.940	44.739
A27	36.468	37.228	37.988	39.628	41.268	42.940	44.739	46.739
A27A	36.920	37.690	38.460	39.968	41.691	43.297	45.133	47.257
A28	38.043	38.835	39.628	41.268	42.940	44.739	46.739	48.719
A29	39.616	40.442	41.268	42.940	44.739	46.739	48.719	50.925
A29A	40.023	40.857	41.691	43.297	45.133	47.257	49.205	51.818
A30	41.223	42.079	42.940	44.739	46.739	48.719	50.925	52.924
A31	42.950	43.846	44.739	46.739	48.719	50.925	52.924	55.196
A31A	43.325	44.228	45.133	47.257	49.205	51.818	53.442	55.633
A32	44.869	45.805	46.739	48.719	50.925	52.924	55.196	57.484
A33	46.771	47.746	48.719	50.925	52.924	55.196	57.484	59.662
A34	48.891	49.906	50.925	52.924	55.196	57.484	59.662	62.177
A35	50.807	51.866	52.924	55.196	57.484	59.662	62.177	64.547
A36	52.987	54.094	55.196	57.484	59.662	62.177	64.547	67.144
A37	55.185	56.336	57.484	59.662	62.177	64.547	67.144	69.792

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**Position Salaries by Pay Grade
Effective January 1, 2026 (3.0% Increase)**

Pay Grade	A1	A2	A	B	C	D	E	F	G
PW20	33.883	34.588	35.295	35.813	36.331	36.739	37.288	38.265	39.175
PW21	34.380	35.096	35.813	36.331	36.739	37.288	37.856	38.898	39.823
PW22	34.879	35.607	36.331	36.739	37.288	37.829	38.508	38.220	40.554
PW23	35.269	36.004	36.739	37.288	37.856	38.508	39.076	40.164	41.203
PW24	35.799	36.542	37.288	37.856	38.491	39.092	39.759	40.861	41.885
PW25	36.344	37.102	37.856	38.491	39.092	39.759	40.391	41.545	42.582
PW26	36.951	37.722	38.491	39.092	39.759	40.391	41.169	42.291	43.362
PW27	37.529	38.310	39.092	39.759	40.391	41.169	41.949	43.118	44.208
PW28	38.168	38.964	39.759	40.391	41.169	41.949	42.779	43.979	45.099
PW29	38.927	39.738	40.391	41.169	41.949	42.779	43.603	44.933	46.089
PW30	39.523	40.347	41.169	41.949	42.779	43.603	44.514	45.617	46.739
PW31	40.271	41.110	41.949	42.779	43.603	44.514	45.617	46.739	48.556
PW32	41.065	41.922	42.779	43.603	44.514	45.617	46.983	48.556	49.776
PW33	41.860	42.732	43.603	44.514	45.617	46.983	48.556	49.776	51.025
PW34	42.732	43.625	44.514	45.617	46.983	48.556	49.776	51.025	52.306
PW35	43.794	44.706	45.617	46.983	48.556	49.776	51.025	52.306	53.604
PW36	44.706	45.617	46.983	48.556	49.776	51.025	52.306	53.604	54.943

Appendix C – Memorandum of Understanding

Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. The affected employee(s) shall be notified of any public disclosure request for information pertaining to the employee(s) pursuant to the Illinois Personnel Records Review Act (820 ILCS 40/7(2)). The affected employee(s) shall also be provided a copy of the public disclosure request.

For the City of Evanston:

Luke Stowe

Luke Stowe, City Manager

01 / 30 / 2024

Date

For the Union:

Daniel Cullen

Daniel Cullen, President Local 1891

01 / 30 / 2024

Date

Eugene Boatright

Eugene Boatright, Staff Representative, AFSCME Council 31

01 / 30 / 2024

Date

Appendix D – Dues Authorization

Dues Authorization

I hereby authorize the City of Evanston to deduct from my pay the uniform dues of American Federation of State, County and Municipal Employees, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization for one (1) year from the date I sign it or until the termination date of the current labor agreement between AFSCME AFL-CIO and the City, whichever date occurs sooner.

Print Name

Department/Division

Signature

Date

Agreed: _____
Date

Luke Stowe

City of Evanston

Eugene Boatright

AFSCME Council 31

Appendix E – Memorandum of Understanding

**Memorandum of Understanding
Remote Work**

The attached Remote Work Memorandum of Understanding is hereby incorporated into this Agreement.

For the City of Evanston:

Luke Stowe

Luke Stowe, City Manager

01 / 30 / 2024

Date

For the Union:

Daniel Cullen

Daniel Cullen, President Local 1891

01 / 30 / 2024

Date

Eugene Boatright

Eugene Boatright, Staff Representative, AFSCME Council 31

01 / 30 / 2024

Date

Appendix F – Sick Leave Occurrence Policy Update

Sick Leave Occurrence Policy Update

The City hereby agrees to update its Sick Leave Occurrence Policy as attached.

For the City of Evanston:

Luke Stowe

Luke Stowe, City Manager

01 / 30 / 2024

Date

For the Union:

Daniel Cullen

Daniel Cullen, President Local 1891

01 / 30 / 2024

Date

Eugene Boatright

Eugene Boatright, Staff Representative, AFSCME Council 31

01 / 30 / 2024

Date

Title	CBA AFSCME 2023-2026
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