

**AGREEMENT**

**Between**

**CITY OF EVANSTON, ILLINOIS**

**And**

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

**January 1, 2019 – December 31, 2022**

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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 30 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.

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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. Probationary employees do not have seniority and may be terminated and no grievance may be filed. The Union would have the right to grieve all discipline, except for termination, during this probationary period.
- (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 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. Grievance Committee and Stewards.** The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards 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) working 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 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) working 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) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working 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 grievance committee at a mutually agreeable time, generally within ten (10) working 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) working 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 working days of the meeting.

**STEP 3:** Written Grievance to Department Head: If the grievance is not settled in Step 2, the Union shall, within five (5) working days 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 grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Department Head shall give a written answer to the Union President and Executive Vice President within fifteen (15) working 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 or his designee within 15 working days of the meeting.

**STEP 4:** Grievance Meeting with the City Manager: If the grievance is not settled in Step 3, the Union shall file a written grievance with the City Manager or his designee within ten (10) working days after receipt of the Step 3 answer. A meeting shall then be held between the City Manager or his designee and the Grievance Committee at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the City Manager or his designee shall respond in writing within fifteen (15) working 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 or his 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 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) 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, provided that the parties may agree to extend any time limits. If the City 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. 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 will give three (3) working days' notice to the Union President and Executive Vice President, except in extraordinary circumstances.

**Section 6.6. Discharge and Disciplinary Suspension of Seven Days or More.**

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. If the Union desires to file a grievance over said discharge or suspension of seven (7) working 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 VI.B – Library Grievance Procedure**

**Section 6.B.1. Definition of Grievance.** A grievance is a difference of opinion between an employee or the Union and the City or 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 rules conflict, personnel rules will govern).

**Section 6.B.2. Grievance Committee and Stewards.** The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager and the Library Director in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

**Section 6.B.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 Grievance to Immediate Supervisor: The employee, with or without his/her steward, shall discuss the grievance with his/her 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) working 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 Library Director or his/her designee within 15 calendar days of the agreement.

**STEP 2:** Written Grievance to Division Head (if the immediate supervisor is the Division Head, proceed to Step 3): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor's answer, file a written grievance with the Division Head 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) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Head.

When a complete written grievance is submitted by the Union, a meeting shall then be held between the Division Head and the grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Division Head shall give a written answer to the Union President and Executive Vice President within ten (10) working 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 Library Director or his/her designee within 15 working days of the meeting.

**STEP 3:** Written Grievance to Assistant Library Director: If the grievance is not settled in Step 2, the Union shall, within five (5) working days following receipt of the Step 2 answer, file a written grievance with the Assistant Library Director 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 Assistant Library Director and the grievance committee at a mutually agreeable time, generally within fifteen (15) working days. If no settlement is reached at said meeting, the Assistant Library Director shall give a written answer to the Union President and Executive Vice President within fifteen (15) working 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 Library Director or his/her designee within fifteen (15) working days of the meeting.

**STEP 4:** Grievance Meeting with the Library Director: If the grievance is not settled in Step 3, the Union shall file a written grievance appeal with the Library Director or his/her designee within ten (10) working days after receipt of the Step 3 answer. A meeting shall then be held between the Library Director or his/her designee and the Grievance Committee at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the Library Director or his/her designee shall respond in writing within fifteen (15) working 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 Library Director or his/her 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 Library Director 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 Library shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Library and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Library 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/She shall consider and decide only the specific issue submitted to him/her and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules and departmental 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 Library, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) 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 Library and the Union. The Library 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.B.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 Library, provided that the parties may agree to extend any time limits. If the 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.B.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 and/or 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 and/or Library will give three (3) working days' notice to the Union President and Executive Vice President, except in extraordinary circumstances.

**Section 6.B.6. Discharge and Disciplinary Suspension of Seven Days or More.** 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. If the Union desires to file a grievance over said discharge or suspension of seven (7) working 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.B.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.B.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:

- 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) circumstances beyond the employee's control.
- 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 sixty (60) working days in a calendar year. The employee may choose to use accrued vacation, floating holiday and/or compensatory time during the sixty (60) working days of FMLA leave. If an employee continues to have the same serious medical condition after exhausting his accrued sick leave and the sixty (60) working days of FMLA, he will be placed on a permanent leave of absence of up to nine calendar months. During the permanent 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 permanent leave of absence. Any accrued time remaining will be paid out to the employee at the completion of the permanent leave of absence. If an employee becomes able to return to work during the permanent 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 permanent 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 sixty (60) working days 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 60 working days, 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 60 working days 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 sixty (60) working days 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 hour prior notification no more than three (3) times in a calendar year; such time off shall not exceed a total of three (3) working days in that 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, 2018 through December 31, 2022 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: 0% added to the base rate of all bargaining unit employees beginning December 24, 2018; 1.5% added to the base of all bargaining unit employees beginning December 23, 2019; and 2.5% added to the base rate of all bargaining unit employees beginning December 21, 2020; and 3% added to the base rate of all bargaining unit employees beginning December 20, 2021.
- 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 4% of base salary when they complete twenty-five (25) 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	Dr. Martin Luther King Jr.'s Birthday
Memorial Day	July 4 <sup>th</sup>
Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day
Employee's Birthday	Three floating holidays

Additional Paid Holiday Annually as provided in subsection (b)

If an employee's birthday 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. When Water Plant Operators are working the third shift and their birthday falls within that working period, their birthday holiday shall be the day after the third shift ends.

- (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) Permanent part-time employees will receive pro-rata floating holidays as follows: permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn floating holidays at 75% of the rate earned by full-time employees; permanent 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 50% of the rate earned by full-time employees; permanent 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 25% of the rate earned by full-time employees.
- (c) Permanent 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.

**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	Memorial Day
July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Employee's Birthday
Three floating holidays	

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.

For Library employees regularly scheduled to work on days the Library is closed which are not designated City holidays, the following will apply:

(a) 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 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.

(b) 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 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.

**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

- (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) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn vacation at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn vacation at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn vacation at 25% 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,

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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).
- (n) Employees must use at least 50 percent of the vacation time accrued each year. Employees will not accrue vacation hours above 50% of their total vacation earned in each year and are subject to total maximums provided in this agreement. As an example, an employee who earns 20 days of vacation per year is required to use 50% of these days. If the employee only uses 8 days, only 10 days will be added to their total accrual, assuming they have not reached their maximum accrual.

This section is subject to the grievance procedure if an employee's failure to use at least 50% of the vacation time is due to the unreasonable denial of requests made.

**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) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn sick leave at 75% of the rate earned by full-time employees; permanent 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 50% of the rate earned by full-time employees; permanent 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 25% of the rate earned by full-time employees.

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- (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 twelve 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 a permanent full-time 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.

**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. Full-time employees shall receive time and one-half their straight-time hourly rate for all work performed over their normal workweek. 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 two 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 two 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. 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:

- \$17 per weekday (from end of regular shift until the beginning of the regular shift the next day Monday-Thursday) or \$68 per workweek
- \$47 per weekend day (Friday after end of regular shift, all day Saturday, all day Sunday) or \$141 per weekend
- \$215 per full week

Full-time employees who are assigned to perform standby duty on a holiday shall receive \$30 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 three and one-half percent (3.5%) 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.
- (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, 2017,

each full-time employee, excluding Fleet Services, will be allowed a total of \$340 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 \$400. Fleet Services employees and permanent part-time employees will be allowed a total of \$240 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:

Any other departments/divisions:	\$180
Facilities Management:	\$250
Public Works, Fleet Services:	\$300

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 sixty 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 and participates in the City's annual wellness program, he will be paid a lump sum of \$300 as an incentive to maintain physical fitness. Employees must have participated in the City's annual wellness event or supply a doctor's note stating they are in good condition to participate. Participation in the annual physical fitness examination will take place during an employee's off-duty hours. The fitness incentive will be paid by the second pay period of March of each 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 are required to possess commercial driver's licenses (CDL) for their positions will be reimbursed the difference in cost between a standard driver's license and a CDL. 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 \$1,800 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) calendar 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**

**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.

**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 thirty-five (35) 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. 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 three (3) steps 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 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.

**Section 13.12. Request for Classification Study.** 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 permanent changes in full-time employees' shift assignments, the Union shall be given at least 30 days' notice (one week for minor changes, and one week for permanent shift assignment changes for permanent part-time employees) 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, 2019 to December 31, 2022, and year to year thereafter. Not earlier than September 1, 2022 and not later than October 1, 2022, 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 28th day of February, 2019, 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:

Wally Bobkiewicz  
Wally Bobkiewicz, City Manager

2-28-17  
Date

Erika Storlie  
Erika Storlie, Assistant City Manager

2-28-19  
Date

For the Union:

Daniel Kwiecinski  
Daniel Kwiecinski, President Local 1891

2-28-19  
Date

Eugene Boatright  
Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19  
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;

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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.

<b>APPENDIX A-1</b>	
<b>AFSCME - Job Families</b>	
<b>Division</b>	<b>Job Title</b>
Forestry	Crew Leader
Forestry	Parks/Forestry Worker II
Forestry	Parks/Forestry Worker III
<b>Division</b>	<b>Job Title</b>
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
<b>Division</b>	<b>Job Title</b>
Recycling	Public Works Maintenance Worker I
Recycling	Public Works Maintenance Worker II
Recycling	Equipment Operator I
Recycling	Equipment Operator II
Recycling	Crew Leader
<b>Division</b>	<b>Job Title</b>
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
<b>Division</b>	<b>Job Title</b>
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
<b>Division</b>	<b>Job Title</b>
Fleet	Lead Mechanic
Fleet	Equipment Mechanic III
<b>Division</b>	<b>Job Title</b>
Parking	Parking Enforcement Officer
Parking	Parking Maintenance Worker
<b>Division</b>	<b>Job Title</b>
Streets	Equipment Operator III
Streets	Equipment Operator II
Streets	Public Works Maintenance Worker II
Streets	Equipment Operator I
Streets	Public Works Maintenance Worker I
<b>Division</b>	<b>Job Title</b>
Traffic	Traffic Electrician Leader
Traffic	Traffic Electrician
Traffic	Public Works Maintenance Worker III
<b>Division</b>	<b>Job Title</b>
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
<b>Division</b>	<b>Job Title</b>
Water & Sewer - Field	Crew Leader
Water & Sewer - Field	Water Worker III
Water & Sewer - Field	Water Worker II
Water & Sewer - Field	Water Worker I
<b>Division</b>	<b>Job Title</b>
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
<b>Division</b>	<b>Job Title</b>
Early Learning	Librarian I
Early Learning	Librarian II
Early Learning	Library Assistant
<b>Division</b>	<b>Job Title</b>
Lifelong Learning	Librarian I
Lifelong Learning	Library Assistant



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<b>Division</b>	<b>Job Title</b>
Access Services	Shelver
Access Services	Library Assistant
Access Services	Library Clerk
Access Services	Library Aide
<b>Division</b>	<b>Job Title</b>
Engagement Services	Librarian
Engagement Services	Branch Assistant
<b>Division</b>	<b>Job Title</b>
Digital Learning	Librarian I
Digital Learning	Technology Associate
<b>Division</b>	<b>Job Title</b>
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 December 24, 2018 (0% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
A3	10.575	10.795	11.016	11.467	11.940	12.427	12.951	13.490
A4	11.008	11.237	11.467	11.940	12.428	12.951	13.489	14.039
A5	11.464	11.701	11.940	12.428	12.951	13.489	14.039	14.639
A6	11.930	12.179	12.428	12.951	13.489	14.039	14.639	15.251
A7	12.434	12.693	12.951	13.489	14.039	14.639	15.251	15.887
A8	12.950	13.219	13.489	14.039	14.638	15.251	15.887	16.550
A9	13.478	13.759	14.039	14.639	15.251	15.887	16.550	17.237
A10	14.053	14.345	14.639	15.251	15.887	16.550	17.237	17.948
A11	14.641	14.945	15.251	15.887	16.550	17.237	17.948	18.748
A12	15.252	15.569	15.887	16.550	17.237	17.948	18.748	19.434
A13	15.887	16.219	16.550	17.237	17.948	18.748	19.434	20.347
A14	16.547	16.891	17.237	17.948	18.748	19.434	20.347	21.234
A15	17.230	17.589	17.948	18.748	19.434	20.347	21.233	22.108
A16	17.999	18.373	18.748	19.434	20.347	21.233	22.108	23.057
A17	18.657	19.045	19.434	20.347	21.233	22.108	23.057	24.032
A18	19.534	19.940	20.347	21.233	22.108	23.057	24.032	25.019
A19	20.384	20.809	21.233	22.108	23.057	24.032	25.019	26.030
A20	21.224	21.666	22.108	23.057	24.032	25.019	26.030	26.966
A21	22.134	22.596	23.057	24.032	25.019	26.030	26.966	28.190
A22	23.070	23.550	24.032	25.019	26.030	26.966	28.191	29.228
A23	24.018	24.518	25.019	26.030	26.966	28.190	29.228	30.489
A24	24.989	25.509	26.030	26.966	28.190	29.228	30.489	31.749
A25	25.889	26.427	26.966	28.190	29.228	30.489	31.749	33.037
A26	27.062	27.626	28.190	29.228	30.489	31.749	33.037	34.422
A27	28.058	28.643	29.228	30.489	31.749	33.037	34.422	35.959
A27A	28.405	28.997	29.590	30.751	32.076	33.311	34.723	36.358
A28	29.269	29.878	30.489	31.749	33.037	34.422	35.959	37.482
A29	30.480	31.115	31.749	33.037	34.422	35.959	37.482	39.182
A29A	30.792	31.434	32.076	33.311	34.723	36.358	37.858	39.868
A30	31.716	32.375	33.037	34.422	35.959	37.482	39.182	40.718
A31	33.046	33.734	34.422	35.959	37.482	39.182	40.718	42.467
A31A	33.334	34.028	34.723	36.358	37.858	39.868	41.117	42.803
A32	34.522	35.240	35.959	37.482	39.182	40.718	42.467	44.227
A33	35.984	36.734	37.482	39.182	40.718	42.467	44.227	45.902
A34	37.614	38.398	39.182	40.718	42.466	44.227	45.902	47.837
A35	39.089	39.904	40.718	42.467	44.227	45.902	47.838	49.661
A36	40.768	41.617	42.467	44.227	45.902	47.838	49.661	51.660
A37	42.459	43.343	44.227	45.902	47.838	49.661	51.660	53.696

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 24, 2018 (0% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
PW20	26.069	26.611	27.155	27.553	27.954	28.266	28.689	29.439	30.139
PW21	26.451	27.002	27.553	27.954	28.266	28.689	29.126	29.926	30.639
PW22	26.835	27.395	27.954	28.266	28.689	29.104	29.627	29.406	31.202
PW23	27.135	27.701	28.266	28.689	29.126	29.627	30.064	30.901	31.701
PW24	27.542	28.114	28.689	29.126	29.614	30.077	30.589	31.438	32.225
PW25	27.961	28.544	29.126	29.614	30.077	30.589	31.077	31.962	32.762
PW26	28.430	29.021	29.614	30.077	30.589	31.077	31.675	32.537	33.362
PW27	28.874	29.475	30.077	30.589	31.077	31.675	32.275	33.174	34.011
PW28	29.365	29.977	30.589	31.077	31.675	32.275	32.913	33.837	34.698
PW29	29.948	30.574	31.197	31.798	32.402	33.040	33.679	34.569	35.460
PW30	30.408	31.042	31.675	32.275	32.913	33.548	34.247	35.097	35.960
PW31	30.984	31.629	32.275	32.913	33.548	34.247	35.097	35.960	36.847
PW32	31.595	32.254	32.913	33.548	34.247	35.097	36.147	37.358	38.295
PW33	32.207	32.878	33.548	34.247	35.097	36.147	37.358	38.295	39.258
PW34	32.878	33.563	34.247	35.097	36.147	37.358	38.295	39.258	40.243
PW35	33.694	34.397	35.097	36.147	37.358	38.295	39.258	40.243	41.242
PW36	34.397	35.097	36.146	37.358	38.294	39.256	40.243	41.242	42.273



**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 23, 2019 (1.5% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
A3	10.733	10.957	11.182	11.639	12.119	12.614	13.145	13.692
A4	11.173	11.406	11.639	12.119	12.614	13.145	13.692	14.249
A5	11.636	11.877	12.119	12.614	13.145	13.692	14.249	14.858
A6	12.109	12.362	12.614	13.145	13.692	14.249	14.858	15.479
A7	12.621	12.884	13.145	13.692	14.249	14.858	15.479	16.125
A8	13.145	13.418	13.692	14.249	14.858	15.479	16.125	16.798
A9	13.680	13.965	14.249	14.858	15.479	16.125	16.798	17.495
A10	14.263	14.561	14.858	15.479	16.125	16.798	17.495	18.217
A11	14.860	15.169	15.479	16.125	16.798	17.495	18.217	19.029
A12	15.480	15.803	16.125	16.798	17.495	18.217	19.029	19.726
A13	16.125	16.462	16.798	17.495	18.217	19.029	19.726	20.652
A14	16.795	17.145	17.495	18.217	19.029	19.726	20.652	21.552
A15	17.488	17.853	18.217	19.029	19.726	20.652	21.552	22.439
A16	18.269	18.649	19.029	19.725	20.652	21.552	22.439	23.403
A17	18.937	19.331	19.726	20.652	21.552	22.439	23.403	24.392
A18	19.827	20.239	20.652	21.552	22.439	23.403	24.392	25.394
A19	20.689	21.121	21.552	22.439	23.403	24.392	25.394	26.420
A20	21.542	21.991	22.439	23.403	24.392	25.394	26.420	27.371
A21	22.466	22.935	23.403	24.392	25.394	26.420	27.371	28.613
A22	23.416	23.904	24.392	25.394	26.420	27.371	28.613	29.666
A23	24.378	24.886	25.394	26.420	27.371	28.613	29.666	30.946
A24	25.364	25.891	26.420	27.371	28.613	29.666	30.946	32.226
A25	26.277	26.824	27.371	28.613	29.666	30.946	32.226	33.532
A26	27.468	28.041	28.613	29.666	30.946	32.226	33.532	34.938
A27	28.479	29.072	29.666	30.946	32.226	33.532	34.938	36.499
A27A	28.832	29.432	30.034	31.212	32.557	33.810	35.244	36.904
A28	29.708	30.327	30.946	32.226	33.532	34.938	36.499	38.045
A29	30.937	31.581	32.226	33.532	34.938	36.499	38.045	39.769
A29A	31.254	31.906	32.557	33.810	35.244	36.904	38.425	40.466
A30	32.192	32.861	33.532	34.938	36.499	38.045	39.769	41.329
A31	33.541	34.240	34.938	36.499	38.045	39.769	41.329	43.103
A31A	33.834	34.539	35.244	36.904	38.425	40.466	41.734	43.446
A32	35.039	35.770	36.499	38.045	39.769	41.329	43.103	44.891
A33	36.524	37.284	38.045	39.769	41.329	43.103	44.891	46.590
A34	38.179	38.973	39.769	41.329	43.103	44.891	46.590	48.555
A35	39.676	40.503	41.329	43.103	44.891	46.590	48.555	50.406
A36	41.379	42.242	43.103	44.891	46.590	48.555	50.406	52.434
A37	43.095	43.993	44.891	46.590	48.555	50.406	52.434	54.502

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 23, 2019 (1.5% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
PW20	26.460	27.010	27.562	27.967	28.373	28.690	29.119	29.881	30.591
PW21	26.847	27.407	27.967	28.373	28.690	29.119	29.563	30.375	31.098
PW22	27.237	27.806	28.373	28.690	29.119	29.540	30.071	29.847	31.670
PW23	27.542	28.116	28.690	29.119	29.563	30.071	30.515	31.364	32.177
PW24	27.955	28.536	29.119	29.563	30.058	30.528	31.048	31.909	32.708
PW25	28.380	28.972	29.563	30.058	30.528	31.048	31.543	32.442	33.253
PW26	28.856	29.457	30.058	30.528	31.048	31.543	32.150	33.025	33.862
PW27	29.307	29.918	30.528	31.048	31.543	32.150	32.759	33.672	34.522
PW28	29.806	30.427	31.048	31.543	32.150	32.759	33.407	34.344	35.219
PW29	30.398	31.033	31.665	32.275	32.888	33.535	34.184	35.088	35.992
PW30	30.864	31.507	32.150	32.759	33.407	34.051	34.761	35.624	36.499
PW31	31.448	32.104	32.759	33.407	34.051	34.761	35.624	36.499	37.399
PW32	32.069	32.737	33.407	34.051	34.761	35.624	36.689	37.918	38.870
PW33	32.690	33.371	34.051	34.761	35.624	36.689	37.918	38.870	39.846
PW34	33.371	34.066	34.761	35.624	36.689	37.918	38.870	39.846	40.846
PW35	34.199	34.913	35.624	36.689	37.918	38.870	39.846	40.846	41.860
PW36	34.913	35.624	36.688	37.918	38.869	39.845	40.846	41.860	42.907

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 21, 2020 (2.5% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
A3	11.002	11.231	11.461	11.930	12.423	12.929	13.475	14.034
A4	11.453	11.691	11.930	12.423	12.929	13.475	14.034	14.605
A5	11.926	12.173	12.423	12.929	13.475	14.034	14.605	15.230
A6	12.412	12.671	12.929	13.475	14.034	14.605	15.230	15.866
A7	12.936	13.205	13.475	14.034	14.605	15.230	15.866	16.529
A8	13.474	13.753	14.034	14.605	15.230	15.866	16.529	17.218
A9	14.022	14.314	14.605	15.230	15.866	16.529	17.218	17.933
A10	14.620	14.925	15.230	15.866	16.529	17.218	17.933	18.673
A11	15.232	15.548	15.866	16.529	17.218	17.933	18.673	19.505
A12	15.867	16.198	16.529	17.218	17.933	18.673	19.505	20.219
A13	16.529	16.874	17.218	17.933	18.673	19.505	20.219	21.169
A14	17.215	17.574	17.933	18.673	19.505	20.219	21.169	22.092
A15	17.925	18.300	18.673	19.505	20.219	21.169	22.092	23.001
A16	18.725	19.115	19.505	20.219	21.169	22.092	23.001	23.989
A17	19.410	19.815	20.219	21.169	22.092	23.001	23.989	25.002
A18	20.322	20.745	21.169	22.092	23.001	23.989	25.002	26.029
A19	21.206	21.649	22.092	23.001	23.989	25.002	26.029	27.080
A20	22.081	22.541	23.001	23.989	25.002	26.029	27.080	28.055
A21	23.027	23.508	23.989	25.002	26.029	27.080	28.055	29.329
A22	24.001	24.502	25.002	26.029	27.080	28.055	29.329	30.408
A23	24.987	25.508	26.029	27.080	28.055	29.329	30.408	31.719
A24	25.998	26.539	27.080	28.055	29.329	30.408	31.719	33.032
A25	26.934	27.494	28.055	29.329	30.408	31.719	33.032	34.371
A26	28.155	28.742	29.329	30.408	31.719	33.032	34.371	35.812
A27	29.191	29.799	30.408	31.719	33.032	34.371	35.812	37.412
A27A	29.552	30.168	30.784	31.992	33.371	34.656	36.126	37.827
A28	30.451	31.085	31.719	33.032	34.371	35.812	37.412	38.996
A29	31.710	32.371	33.032	34.371	35.812	37.412	38.996	40.763
A29A	32.035	32.704	33.371	34.656	36.126	37.827	39.386	41.478
A30	32.996	33.682	34.371	35.812	37.412	38.996	40.763	42.362
A31	34.379	35.096	35.812	37.412	38.996	40.763	42.362	44.181
A31A	34.680	35.402	36.126	37.827	39.386	41.478	42.777	44.532
A32	35.915	36.664	37.412	38.996	40.763	42.362	44.181	46.013
A33	37.437	38.217	38.996	40.763	42.362	44.181	46.013	47.755
A34	39.134	39.947	40.763	42.362	44.181	46.013	47.755	49.769
A35	40.667	41.515	42.362	44.181	46.013	47.755	49.769	51.666
A36	42.414	43.298	44.181	46.013	47.755	49.769	51.666	53.745
A37	44.172	45.093	46.013	47.755	49.769	51.666	53.745	55.864

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31****Position Salaries by Pay Grade  
Effective December 21, 2020 (2.5% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
PW20	27.121	27.685	28.251	28.666	29.082	29.407	29.847	30.628	31.356
PW21	27.519	28.092	28.666	29.082	29.407	29.847	30.302	31.135	31.876
PW22	27.918	28.501	29.082	29.407	29.847	30.279	30.823	30.593	32.461
PW23	28.231	28.819	29.407	29.847	30.302	30.823	31.278	32.149	32.981
PW24	28.654	29.250	29.847	30.302	30.810	31.291	31.824	32.707	33.526
PW25	29.090	29.697	30.302	30.810	31.291	31.824	32.331	33.253	34.084
PW26	29.578	30.193	30.810	31.291	31.824	32.331	32.953	33.851	34.709
PW27	30.040	30.665	31.291	31.824	32.331	32.953	33.578	34.514	35.385
PW28	30.551	31.187	31.824	32.331	32.953	33.578	34.242	35.203	36.099
PW29	31.158	31.808	32.457	33.082	33.710	34.374	35.039	35.965	36.892
PW30	31.636	32.295	32.953	33.578	34.242	34.902	35.630	36.514	37.412
PW31	32.234	32.906	33.578	34.242	34.902	35.630	36.514	37.412	38.334
PW32	32.871	33.556	34.242	34.902	35.630	36.514	37.607	38.866	39.842
PW33	33.507	34.205	34.902	35.630	36.514	37.607	38.866	39.842	40.843
PW34	34.205	34.918	35.630	36.514	37.607	38.866	39.842	40.843	41.868
PW35	35.054	35.785	36.514	37.607	38.866	39.842	40.843	41.868	42.907
PW36	35.785	36.514	37.605	38.866	39.841	40.841	41.868	42.907	43.979

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 20, 2021 (3% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
A3	11.332	11.568	11.805	12.288	12.796	13.316	13.879	14.455
A4	11.797	12.042	12.288	12.796	13.316	13.879	14.455	15.044
A5	12.283	12.538	12.796	13.316	13.879	14.455	15.044	15.687
A6	12.785	13.051	13.316	13.879	14.455	15.044	15.687	16.342
A7	13.324	13.601	13.879	14.455	15.044	15.687	16.342	17.025
A8	13.878	14.166	14.455	15.044	15.687	16.342	17.025	17.735
A9	14.443	14.743	15.044	15.687	16.342	17.025	17.735	18.471
A10	15.058	15.373	11.332	16.342	17.025	17.735	18.471	19.233
A11	15.689	16.014	16.342	17.025	17.735	18.471	19.233	20.090
A12	16.343	16.684	17.025	17.735	18.471	19.233	20.090	20.825
A13	17.025	17.380	17.735	18.471	19.233	20.090	20.825	21.804
A14	17.731	18.101	18.471	19.233	20.090	20.825	21.804	22.754
A15	18.463	18.849	19.233	20.090	20.825	21.804	22.754	23.691
A16	19.286	19.689	20.090	20.825	21.804	22.754	23.691	24.708
A17	19.993	20.409	20.825	21.804	22.754	23.691	24.708	25.752
A18	20.932	21.367	21.804	22.754	23.691	24.708	25.752	26.810
A19	21.843	22.298	22.754	23.691	24.708	25.752	26.810	27.893
A20	22.743	23.217	23.691	24.708	25.752	26.810	27.893	28.897
A21	23.718	24.213	24.708	25.752	26.810	27.893	28.897	30.209
A22	24.721	25.237	25.752	26.810	27.893	28.897	30.209	31.320
A23	25.737	26.273	26.810	27.893	28.897	30.209	31.320	32.671
A24	26.778	27.335	27.893	28.897	30.209	31.320	32.671	34.023
A25	27.742	28.319	28.897	30.209	31.320	32.671	34.023	35.402
A26	29.000	29.604	30.209	31.320	32.671	34.023	35.402	36.886
A27	30.067	30.693	31.320	32.671	34.023	35.402	36.886	38.534
A27A	30.439	31.073	31.708	32.952	34.372	35.695	37.209	38.962
A28	31.364	32.018	32.671	34.023	35.402	36.886	38.534	40.166
A29	32.662	33.342	34.023	35.402	36.886	38.534	40.166	41.986
A29A	32.996	33.685	34.372	35.695	37.209	38.962	40.567	42.722
A30	33.986	34.693	35.402	36.886	38.534	40.166	41.986	43.633
A31	35.411	36.149	36.886	38.534	40.166	41.986	43.633	45.506
A31A	35.720	36.464	37.209	38.962	40.567	42.722	44.060	45.868
A32	36.993	37.764	38.534	40.166	41.986	43.633	45.506	47.393
A33	38.560	39.363	40.166	41.986	43.633	45.506	47.393	49.188
A34	40.308	41.146	41.986	43.633	45.506	47.393	49.188	51.262
A35	41.887	42.761	43.633	45.506	47.393	49.188	51.262	53.216
A36	43.686	44.597	45.506	47.393	49.188	51.262	53.216	55.357
A37	45.497	46.445	47.393	49.188	51.262	53.216	55.357	57.540

**2019 - 2022 Agreement - City of Evanston and AFSCME Council 31**

**Position Salaries by Pay Grade  
Effective December 20, 2021 (3% COLA)**

<b>Pay Grade</b>	<b>A1</b>	<b>A2</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
PW20	27.935	28.515	29.098	29.526	29.955	30.289	30.743	31.547	32.297
PW21	28.344	28.935	29.526	29.955	30.289	30.743	31.211	32.069	32.832
PW22	28.756	29.356	29.955	30.289	30.743	31.187	31.748	31.511	33.435
PW23	29.078	29.684	30.289	30.743	31.211	31.748	32.216	33.113	33.970
PW24	29.513	30.127	30.743	31.211	31.734	32.230	32.779	33.688	34.532
PW25	29.963	30.587	31.211	31.734	32.230	32.779	33.301	34.251	35.107
PW26	30.465	31.099	31.734	32.230	32.779	33.301	33.942	34.866	35.750
PW27	30.941	31.585	32.230	32.779	33.301	33.942	34.585	35.549	36.446
PW28	31.467	32.123	32.779	33.301	33.942	34.585	35.269	36.259	37.182
PW29	32.092	32.763	33.431	34.075	34.721	35.405	36.090	37.044	37.999
PW30	32.585	33.264	33.942	34.585	35.269	35.949	36.699	37.610	38.534
PW31	33.202	33.893	34.585	35.269	35.949	36.699	37.610	38.534	39.484
PW32	33.857	34.562	35.269	35.949	36.699	37.610	38.735	40.032	41.037
PW33	34.513	35.232	35.949	36.699	37.610	38.735	40.032	41.037	42.068
PW34	35.232	35.965	36.699	37.610	38.735	40.032	41.037	42.068	43.124
PW35	36.106	36.859	37.610	38.735	40.032	41.037	42.068	43.124	44.194
PW36	36.859	37.610	38.734	40.032	41.036	42.067	43.124	44.194	45.299

**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:

  
\_\_\_\_\_  
Wally Bobkiewicz, City Manager

2-28-19  
Date

  
\_\_\_\_\_  
Erika Storlie, Assistant City Manager

2-28-19  
Date

For the Union:

  
\_\_\_\_\_  
Daniel Kwiecinski, President Local 1891

2-28-19  
Date

  
\_\_\_\_\_  
Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19  
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

\_\_\_\_\_  
City of Evanston

\_\_\_\_\_  
AFSCME Council 31



**Appendix E – Memorandum of Understanding**

**Memorandum of Understanding  
Bargaining Alternatives to Layoff**

The parties have worked diligently to craft an economic package that meets the goals set forth in the City of Evanston’s FY 2019 budget. In the event the City provides notification of layoffs to AFSCME employees, per the CBA, during the term of this agreement (FY 2019-22), the parties agree to enter into negotiations to discuss economic alternatives to layoffs, and the City agrees to allow the Union to participate in the annual budgeting process to consider alternatives to layoffs.

For the City of Evanston:

  
\_\_\_\_\_  
Wally Bobkiewicz, City Manager

2-28-19

Date

  
\_\_\_\_\_  
Erika Storlie, Assistant City Manager

2-28-19

Date

For the Union:

  
\_\_\_\_\_  
Daniel Kwiecinski, President Local 1891

2-28-19

Date

  
\_\_\_\_\_  
Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19  
Date

**Appendix F – Memorandum of Understanding**

**Memorandum of Understanding  
Floating Holidays, Layoffs, and Furlough Days**

As a one-time consideration, the City will give all employees an additional three (3) floating holidays in 2019, three (3) floating holidays in 2020, two (2) floating holidays in 2021, and one (1) floating holiday in 2022. Prorated hours will be given to employees hired mid-year.

The City agrees that no employees in the FY 2019 budget will be laid off in 2019.

The City agrees that employees will not be required to take any furlough days for the term of this Agreement.

For the City of Evanston:

  
\_\_\_\_\_  
Wally Bobkiewicz, City Manager

2-28-19  
Date

  
\_\_\_\_\_  
Erika Storlie, Assistant City Manager

2-28-19  
Date

For the Union:

  
\_\_\_\_\_  
Daniel Kwiecinski, President Local 1891

2-28-19  
Date

  
\_\_\_\_\_  
Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19  
Date